

IN THE CIRCUIT COURT OF THE 17TH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA
CIRCUIT CIVIL DIVISION

RV SALES OF BROWARD, INC.
and GIGI STETLER,

CASE NO.: CACE-21-009885 (02)

Plaintiffs,

vs.

595 ANNEX, LLC.,

Defendant

PLAINTIFFS' AMENDED COMPLAINT FOR DAMAGES
AND DECLARATORY RELIEF

COME NOW Plaintiffs, RV SALES OF BROWARD, INC. and GIGI STETLER, by and through undersigned counsel and hereby files this Amended Complaint and represents unto the Court as follows.

1. This is an action for damages, which exceeds the minimum jurisdictional requirements of this Court, exclusive of interest and costs.

2. Plaintiff, RV SALES OF BROWARD, INC., ("RV Sales") is a Florida corporation, doing business in Broward County, Florida. The *pro se* Plaintiff, GIGI STETLER (collectively, the "Plaintiffs") is the principal of Plaintiff and is otherwise *sui juris*. Plaintiffs own and operate a business of sales and repairs of recreational vehicles for members of the public.

3. Defendant, 595 ANNEX, LLC (the "Defendant") is a Florida Limited Liability Corporation doing business in Broward County, Florida.

4. Pursuant to Section 47.051, Fla. Stat., venue is appropriate in Broward County because: (a) it is where the subject cause of action occurred; and (b) where the Lease for the commercial property was executed.

5. All conditions precedent have been complied with or waived.

STATEMENT OF RELEVANT FACTS

6. RV Sales business consisted of RV sales and service, recreational vehicle rentals and a retail parts store containing hundreds of thousands of dollars in retail inventory.

7. RV Sales also served as the location of The RV Advisor, a call center that dispatched roadside assistance to recreational vehicles, on a twenty-four (24) hour basis.

8. Commencing on August 25, 2015, and all times material hereto, Plaintiff was the Lessee and Defendant was the Lessor of commercial property located at 3030 Burris Road, Davie, Florida 33314 (the "Property"). *Pro se* Plaintiff, GIGI STETLER, is a limited guarantor on the Lease Agreement. A true and correct copy of the Lease Agreement (the "Lease") is attached hereto as **Exhibit "A"** and by this reference incorporated herein.

9. Defendant fraudulently induced Plaintiffs to enter into the Lease Agreement by misrepresenting that the Property was fit for the intended purpose and safe from hazards to life and property. The Lease was in fact a contract of adhesion prepared by Defendant and therefore must be strictly construed against the Defendant.

10. Plaintiff timely made all payments due and owing under the Lease until a fire destroyed the Property.

11. Defendant, as the Lessor owed non-delegable duties to keep the Property free of hazards and in compliance with all local codes and laws applicable for the lease of commercial real estate in Broward County, Florida

12. Defendant breached the duties it owed under the Lease and knowingly allowed faulty electrical wiring to remain on the property.

13. Defendant, in callous disregard for the welfare and safety of Plaintiffs' employees and Plaintiffs' interests in her business, failed and refused to correct the faulty wiring that existed on the Property.

14. On or about June 26, 2018, Florida Power & Light ("FPL"), replaced a defective transformer at the Property.

15. On or about July 18, 2018, the recreational vehicle (the "RV") that is in question as to the cause of the fire was at the Property for routine service.

16. On or about August 18, 2018, the above-referenced RV was sold by the Plaintiff to a customer. At that time, everything in the RV appeared to be in working order.

17. On or about October 24, 2018, an FPL sub-contractor was at the Property, performing maintenance unrelated to this cause of action. The sub-contractor discovered that there was a floating neutral on the transformer linked to the Property. This was the reason that several of the recreational vehicles located at the Property suffered from electrical failure.

18. The sub-contractor joined the neutral and, almost immediately, the building offices, phone system and computer systems caught fire. Due to this fire, most of the electrical wiring and electrical outlets within the offices at the Property were melted, along with several light fixtures. The fire also left the thousands of members of The RV Advisor without the ability to contact the dispatch center.

19. At all times material hereto, Plaintiffs requested, on numerous occasions that the Defendant repair/replace the faulty wiring as the Plaintiffs continued to experience, *inter alia*, power failures.

20. On or about December 4, 2019, Defendant received an estimate for repairs required on the commercial property to correct faulty electrical wiring and Defendant chose to disregard the need for repairs to life safety issues on the property. A copy of the estimate provided by the electrician indicating the damage is attached hereto as **Exhibit "B"** and by this reference incorporated herein.

21. On March 22, 2021, a fire erupted at the Property, completely consuming Plaintiffs' leased premises and all of Plaintiffs' retail and service parts inventory along with four (4) recreational vehicles and the associated furnishings.

22. At all times material hereto, the roof of the building had ongoing roof leaks in which RV Sales is situated has experienced ongoing roof leaks and on numerous occasions caused damage to Plaintiffs' phones and retail inventory, which continually get wet. Defendant has refused to fix the roof properly and instead, Defendants simply sent over their maintenance crew to apply silicone to the affected areas. These leaks have caused flooding to the Property on an ongoing basis. RV Sales has also experienced ongoing flooding in the parking lot after heavy rains. Many of RV Sales' recreational vehicles, along with employees' cars have been flooded during these events. The flooding becomes so severe that the water level reaches up to the septic tank and floods the tank, causing raw sewage to back up into the bathrooms and overflow into the hallway and onto the carpets in the Property.

23. Plaintiffs have and continue to have lost the use of the leased premises and from the inception of the lease was denied the quiet enjoyment of the leased premises due to Defendant's knowing and willful failure to provide a safe and hazard free commercial property for Plaintiffs' use.

COUNT I -- NEGLIGENCE

24. Plaintiffs re-allege paragraphs 1-23 as if set forth herein and further allege:

25. At all times material hereto, Defendant was negligent and knowingly and willfully failed to provide a safe commercial property for Plaintiffs' use.

26. At least as early as December 4, 2019, Defendant was aware that there was faulty wiring at the leased Property and negligently failed to repair and correct the hazardous condition. Defendant placed profits over people given that Defendant decided not to spend the funds necessary to correct the faulty wiring while continuing to collect lease payments from Plaintiffs.

27. Defendant's negligence has caused Plaintiffs damages in that they have lost the business including all parts and service inventory and associated furnishings and are unable to continue to provide sales and repair services for income as RV Sales has no phone services and is unable to communicate with its customer base, which is thirty-five (35) years old.

28. Plaintiffs have lost income, past and future, lost profits, and have lost the opportunity to continue and grow their business. Plaintiffs have retained the undersigned attorneys and are obligated to pay a reasonable fees and costs.

WHEREFORE, Plaintiffs demand judgment against Defendant, including the award of attorneys' fees and costs. Plaintiffs reserve the right to amend to seek punitive damages.

COUNT II - FRAUDULENT INDUCEMENT

29. Plaintiffs re-allege paragraphs 1-23 as if set forth in full herein and further allege:

30. Defendant, by and through its principals and agents, made material misrepresentations to Plaintiffs to induce them to enter into the Lease and make payments for the benefit of Defendant. Such misrepresentations included, *inter alia*, that the Property was fit for

its intended purpose (i.e., commercial RV sales) and in compliance with all county and state ordinances, codes, regulations, and laws. In fact, the Property was not fit for its intended purpose and was not in compliance with ordinances, regulations, and law, as a result of the existence of faulty electrical wiring of which Defendant was aware and failed to repair.

31. Defendant and its principals and agents knew the representations when made were false and were made for the sole purpose of inducing Plaintiffs to enter into the Lease. As a proximate and direct result Defendant's fraud, Plaintiffs have been injured in that a fire erupted on March 22, 2021, that destroyed Plaintiffs' business including inventory and furnishings.

32. Following the fire on March 22, 2021, Defendant failed and refused to meet any of its obligations as the lessor and proceeded to place responsibility on Plaintiffs, citing to the Lease which is in fact a contract of adhesion.

33. Plaintiffs have lost income, past and future, lost profits, and have lost the opportunity to continue and grow their business. Plaintiffs have retained the undersigned attorneys and are obligated to pay a reasonable fees and costs.

WHEREFORE, Plaintiff demand judgment against Defendant, including the award of attorneys' fees and costs. Plaintiff reserves the right to amend to seek punitive damages.

COUNT III – UNJUST ENRICHMENT

34. Plaintiffs re-allege paragraphs 1-23 as if set forth in full herein and further allege:

35. Defendant through material misrepresentations caused Plaintiffs to enter into the Lease, which is a contract of adhesion, strictly for the benefit of the Defendant and to the detriment of the Plaintiffs.

36. Commencing on August 25, 2015 and continuing at all times material hereto, Defendant received payments from the Plaintiffs, pursuant to the Lease, while failing to provide

Plaintiffs with a commercial property that was compliant with local and state laws, and in fact presented a hazard to life, safety and property.

37. Defendant has been unjustly enriched in that Defendant has caused Plaintiffs to pay for the lease of commercial property to the detriment of Plaintiffs.

38. Plaintiffs have lost income, past and future, lost profits, and have lost the opportunity to continue and grow their business. Plaintiffs have retained the undersigned attorneys and are obligated to pay a reasonable fees and costs.

WHEREFORE, Plaintiffs demand judgment against Defendant, including the award of attorneys' fees and costs. Plaintiffs reserve the right to amend to seek punitive damages.

COUNT IV- DECLARATORY RELIEF

39. Plaintiffs re-allege paragraphs 1-23 as if set forth in full herein and further allege

40. This is a count for declaratory relief pursuant to Ch. 86, Florida Statutes.

41. Pursuant to § 86.011, Fla. Stat., this Court is endowed with jurisdiction to declare the existence or non-existence of any immunity, power, privilege or right; or of any fact upon which the existence or non-existence of such immunity, power, privilege or rights now exist or will arise in the future. As stated herein, this statute applies.

42. § 86.021, Fla. Stat. expressly provides that any person whose rights, status or other equitable or legal relations are affected by a statute, or any regulation made under statutory authority, or other article, memorandum, or instrument in writing may have determined any question of construction or validity arising under such statute, regulation or other article, memorandum or instrument in writing, or any part thereof, and obtain a declaration of rights thereunder. As stated herein, this statute applies.

43. § 86.031, Fla. Stat. unambiguously states that a contract may be construed *either*

before or after there has been a breach of such contract, and § 86.051, Fla. Stat. also provides that any declaratory judgment rendered pursuant to Ch. 86, Florida Statutes, may be rendered *by way of anticipation with respect to any act not yet done or any event which has not yet happened*, and in such case the judgment shall have the same binding effect with respect to that future act or event, and the rights or liability to arise therefrom, as if that act or even had already been done or had already happened before the judgment was rendered. As stated herein, these statutes apply.

44. An actual controversy has arisen, and a real dispute exists between Plaintiffs and the Defendant with respect to the Lease and the rights and obligations of the Plaintiffs and Defendant thereunder. Upon information and belief, the Plaintiff is entitled to withhold payments under the Lease due to a fire and flood (separate events) which occurred at the premises and rendered the premises contemplated by the Lease untenable.

45. Additionally, an additional actual controversy has arisen, and a real dispute exists between Plaintiffs and the Defendant with respect to the Lease and the rights and obligations of the Plaintiffs and Defendant thereunder. Upon information and belief, the Defendant is required to cooperate with the Plaintiffs to “use a joint effort to rebuild [the Property] with insurance proceeds. Upon information and belief, the Defendant has received insurance proceeds but has not cooperated with the Plaintiffs to rebuild the Property, which remains untenable due to the fire and flood discussed above.

46. Declaratory relief is appropriate because:

- a. there is a bona fide, actual, present and practical need for this declaration regarding the rights and obligations of the Plaintiffs and Defendant under the Lease;
- b. the declaration sought deals with a present, ascertained, or ascertainable state of

facts or present controversy as to a state of facts – namely whether the Lease requires the Plaintiffs to remit payment for an otherwise untenable property;

- c. the Plaintiffs' rights and obligations under the Lease are dependent upon the facts or the law to this dispute; and
- d. this dispute concerns the legal rights, obligations, and privileges of the parties whose interests are antagonistic to each other, and the issues raised are sufficiently definite and concrete as to allow a conclusive judgment that would not constitute the mere giving of legal advice by the Court.

47. Accordingly, Plaintiffs seek a declaration from this Court finding that:

- a. Plaintiffs are not required to remit payment under the lease due to the untenable nature of the Property dating back to the fire which occurred on the premises on or about March 22, 2021.
- b. Plaintiffs are not required to remit payment under the lease due to the untenable nature of the Property dating back to the multiple roof leaks which have caused ongoing flooding on the Property on an ongoing basis.
- c. Defendant has not cooperated with the Plaintiffs to rebuild the Property using the insurance proceeds remitted to the Plaintiff arising out of the fire which destroyed the Property, as required under the terms and conditions of the Lease.

48. Plaintiffs have retained the services of the undersigned attorneys for the prosecution of this action, to whom a reasonable fee is owed, together with the reimbursement of costs, for which the Plaintiff is liable pursuant to § 627.428, Fla. Stats.

49. Plaintiffs have lost income, past and future, lost profits, and have lost the opportunity to continue and grow their business. Plaintiffs have retained the undersigned attorneys and are obligated to pay a reasonable fees and costs.

WHEREFORE, Plaintiffs respectfully seek a declaration from this Court finding that it is not required to remit payment under the lease due to the untenable nature of the property dating back to the fire which occurred on the premises on or about March 22, 2021 along with any and all further relief this Court deems just and proper.

50. Plaintiffs demand trial by jury of all issues so triable.

**COUNT V – BREACH OF LEASE – BREACH OF THE COVENANT OF QUIET
ENJOYMENT**

51. Plaintiffs re-allege paragraphs 1-23 as if set forth in full herein and further allege

52. This is an action for breach of a commercial lease.

53. As more specifically detailed above, the Defendant has breached the Lease and Plaintiffs' right of quiet enjoyment by knowingly and willingly renting space to the Plaintiff on the Property when Defendants knew or should have known that the Property did/does not comport with the required electrical codes set forth by the state and local governmental bodies.

54. Plaintiffs have suffered and will continue to suffer irreparable harm and injury if the Defendant continues to breach the Lease and interfere with Plaintiffs' right of quiet enjoyment.

55. Plaintiff has no adequate remedy at law. More specifically, but without limitation, Plaintiffs are unable to determine, with certainty, their losses as a result of the Defendant's continued and unlawful actions.

56. Plaintiffs have a substantial likelihood of succeeding on the merits.

57. Plaintiffs have a clear legal right to the relief requested.

58. The granting of the requested injunction will promote public interest.

59. Plaintiffs have lost income, past and future, lost profits, and have lost the opportunity to continue and grow their business. Plaintiffs have retained the undersigned attorneys and are obligated to pay a reasonable fees and costs.

WHEREFORE, Plaintiffs respectfully seeks judgment against the Defendant as follows:

- a. A temporary and permanent injunction enjoining the Defendant, and any person or entity acting in concert with the Defendant, from continuing to breach the Lease and interfering with Plaintiffs' right of quiet enjoyment with respect to the Property;
- b. Specific performance of the Lease terms;
- c. Compensatory damages capable of proof;
- d. Abatement of rent, and other amounts otherwise owed under the Lease due to the Breach of Quiet Enjoyment;
- e. Pre-judgment and post-judgment interest;
- f. Attorney's fees and the costs of this action, and
- g. Any and all further relief this Court deems just and proper.

Plaintiffs demand trial by jury of all issues so triable.

**COUNT VI – FLORIDA DECEPTIVE AND UNFAIR
TRADE PRACTICES ACT**

60. Plaintiffs re-allege paragraphs 1-23 as if set forth in full herein and further allege

61. By reasons of its actions as set forth above, the Defendant has engaged in deceptive and unfair trade practices in violation of the Florida Deceptive and Unfair Trade Practices Act, Fla. Stat., section 501.201 *et. seq.*

62. Plaintiffs have been damaged as a result of the Defendant's violation.
63. Plaintiffs have suffered and will continue to suffer irreparable harm and injury if the Defendant continues to breach the Lease and interfere with Plaintiffs' right of quiet enjoyment.
64. Plaintiff has no adequate remedy at law. More specifically, but without limitation, Plaintiffs are unable to determine, with certainty, their losses as a result of the Defendant's continued and unlawful actions.
65. Plaintiffs have a substantial likelihood of succeeding on the merits.
66. Plaintiffs have a clear legal right to the relief requested.
67. The granting of the requested injunction will promote public interest.
68. Plaintiffs have lost income, past and future, lost profits, and have lost the opportunity to continue and grow their business. Plaintiffs have retained the undersigned attorneys and are obligated to pay a reasonable fees and costs.

WHEREFORE, Plaintiffs respectfully seeks judgment against the Defendant as follows:

- a. A temporary and permanent injunction enjoining the Defendant, and any person or entity acting in concert with the Defendant, from continuing to breach the Lease and interfering with Plaintiffs' right of quiet enjoyment with respect to the Property;
- b. Compensatory damages capable of proof;
- d. Pre-judgment and post-judgment interest;
- d. Attorney's fees and the costs of this action, and
- e. Any and all further relief this Court deems just and proper.

COUNT VII – CONSTRUCTIVE EVICTION

69. Plaintiffs re-allege paragraphs 1-23 as if set forth in full herein and further allege

70. The Defendant was, at all times material hereto, required to re-build the Property pursuant to the terms of the Lease.

71. By failing to rebuild the Property after the fire, the Defendant has interfered with the Plaintiff's beneficial enjoyment of the subject premises.

72. Defendant's actions and/or failure to act have rendered the Property unsuitable for occupancy by the Plaintiff.

73. As such, the Plaintiffs have lost income and patronage, which has resulted in damages including but not limited to lost profits, special damages, punitive damages, and any other damages contemplated by the parties, attorneys' fees and costs, in the amounts to be determined at trial.

74. The Plaintiffs have no adequate remedy at law. More specifically, but without limitation, the Plaintiffs are unable to determine their financial losses with certainty as the result of the Defendant's continued and unlawful actions.

75. The Plaintiffs have a substantial likelihood of succeeding on the merits and have a clear legal right to the requested relief.

76. Plaintiffs have lost income, past and future, lost profits, and have lost the opportunity to continue and grow their business. Plaintiffs have retained the undersigned attorneys and are obligated to pay a reasonable fees and costs.

WHEREFORE, Plaintiffs respectfully ask this Court for determination that Plaintiffs were constructively evicted and to award Plaintiffs damages, including but not limited to lost profits, special damages, punitive damages, and any other damages contemplated by the parties, attorneys' fees and costs, in the amounts to be determined at trial.

Plaintiffs demand trial by jury of all issues so triable.

Dated this 27th day of August, 2021.

SEGAL McCAMBRIDGE SINGER &
MAHONEY, LTD.
1776 East Sunrise Blvd.
Fort Lauderdale, FL 33304
Telephone: 954-765-1001
Facsimile: 954-765-1005

By: /s/ Carmen Y. Cartaya
CARMEN Y. CARTAYA
Florida Bar No: 515736
ccartaya@smsm.com
IAN P. SINGER
Florida Bar No.: 1002012
isinger@smsm.com
Attorneys for RV Sales of Broward, Inc
cycpleadings@smsm.com
(for email service only)

By: /s/ Gigi Stetler
GIGI STETLER, *Pro Se*
gigis@bellsouth.net
4941 SW 145 Avenue
Fort Lauderdale, FL 33330

LEASE AGREEMENT BETWEEN 595 ANNEX, LLC, AND RV SALES OF BROWARD,
INC.

This lease agreement ("Lease") is made and entered into as of the ____ day of August, 2015 (the "Effective Date"), by and between 595 ANNEX, LLC a Florida limited liability company (hereinafter called "Lessor" or "Landlord"), whose address is -----and RV SALES OF BROWARD, INC., or its assignees a Florida incorporated company, whose address is 1955 S State Rd 7 Ft Lauderdale, FL 33317, and GIGI STETLER as Limited Personal Guarantor (hereinafter jointly referred to as "Lessee" or "Tenant"). Lessor and Lessee are hereinafter sometimes referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH

1. PREMISES.

In consideration of the mutual covenants hereinafter set forth, Lessor does hereby lease to Lessee The Land together with building and all its improvements thereon, Located at 3030 Burris Rd Davie Florida, 33314. The lease is made Subject to the survey approximately 2 Acres and more fully described in Exhibit A attached hereto, together with all improvements now or hereafter constructed thereon, which are hereinafter collectively referred to as the "Demised Premises."

2. TERM; USE AND OPENING COVENANT

A. The term of this Lease shall commence (the "Commencement Date") as of the ____ day of August 2015 and end Thirty Six (36) months thereafter ("Term")

FIXED MONTHLY RENT

- (1) **Rent During Construction:** Tenant Acknowledges that there will be construction during the early portion of the lease involving improvements made to the Premises (herein, Construction). As such, until Substantial Completion of Construction Tenant shall pay to Landlord a fixed monthly Rent of \$6,000.00 (SIX THOUSAND DOLLARS). All rent due under this Lease is due on the first of each month. Tenant's Rent will remain at \$6,000.00 per month for the three months upon which rent will come due subsequent to Substantial Completion. Substantial Completion will have occurred upon actual completion of the items set forth in Exhibit B hereto. \$ EXHIBIT C (LIST).
- (2) **Rent After Substantial Completion of Construction:** After 90 days the rent will come due after contractor has signed off on Substantial Completion.
- (3) Tenant's monthly rent will increase to \$25,000 (TWENTY FIVE THOUSAND). Thereafter, rent will increase each 6 Months (semiannually) by 2% or until a cap of \$30,000 per month is reached.
- (4) **First Renewal Option:** At the end of the Term, should Tenant be fully compliant with its obligations under this lease, Tenant shall have the option of renewing the Lease for an additional 60 months ("First Option Term"), and the monthly rent will then increase by 1.5% semiannually.

- (5) **Second Renewal Option:** At the end of the First Option Term, should Tenant be fully compliant with its obligations under this lease, Tenant shall have the option of renewing Lease again for an additional 60 months ("Second Option Term"), and the monthly rent will then increase by 2.5% semiannually.

B. Unless otherwise consented to in writing by Lessor (which consent shall not be unreasonably withheld), Lessee shall only use the Demised Premises for the operation of RV DEALERSHIP and supporting activities. Lessee shall be responsible at its sole cost and expense to obtain all necessary and appropriate permits, licenses, and approvals for the permitted uses

C. ~~Prior to the Commencement Date, Lessee shall procure and thereafter maintain, at its sole cost and expense, all required governmental approvals, licenses or permits required for the proper and lawful conduct of Lessee's business or other activity carried on in the Demised Premises.~~

3. ADDITIONAL RENT

The Additional Rent Based UPON Real Estate Taxes OF the Year 2014:

A. As additional Rent, Tenant shall pay Landlord the Annual Real Estate Taxes assessed against the Premises in excess of the 2014 Tax of \$31,907.74.

B. Lessee shall be required to pay Lessor interest on any installment of Rent that remains unpaid for ten (10) or more days after it is due. Said interest shall be computed at five percent (5%) per annum from the date due until paid. In addition, in recognition that Lessee's failure to pay any installment of Rent as and when due will cause Lessor to incur additional cost and expense in collection same, Lessee shall, at Lessor's option, also pay to Lessor a late fee equal to five percent (5%) of any installment of Rent which remains unpaid for ten (10) or more days after same is due. The late fee is not a penalty and the Parties agree that same is intended to compensate Lessor for a portion of its additional costs and expenses. Lessee's obligation to pay Rent is a covenant independent of Lessor's obligations under this Lease.

C. No payment by Lessee or other receipt by Lessor of a lesser amount than the Rent or other sums herein stipulated to be paid shall be deemed to be other than on account of the earliest stipulated Rent, nor shall any endorsement or statement on any check or any letter be deemed an accord and satisfaction and Lessor may accept such check or payment without prejudice to its rights to recover remaining payments due and owed.

4. LIABILITY AND PROPERTY INSURANCE

A. **Liability Insurance:** Tenant agrees to carry Commercial General Liability Insurance, which shall, without limitation, cover claims for bodily injury and death occurring on the Premises. Tenant agrees to carry a minimum of \$1,000,000 (ONE MILLION) naming Landlord additional insured.

B. **Property Insurance:** Tennant agrees to insure the building for property damage in the amount of \$500,000 (FIVE HUNDRED THOUSAND).

5. PEACEFUL ENJOYMENT

Lessee shall and may peaceably have, hold and enjoy the Demised Premises subject to the terms hereof and provided Lessee pays the Rent set forth in this Lease and performs all of its obligations.

6. REPAIRS AND RE-ENTRY

A. Tenant shall at Tenant's own expense maintain, keep in good condition, the Premises, not limited to landscaping and interior lighting, and keep the Premises clean and free from debris, trash and refuse. Further, Lessee shall, at Lessee's expense, at all times, keep the Premises and all improvements, equipment and facilities located therein or located outside of the Premises in good order, condition and repair, and in a clean, sanitary, and safe condition including, without limitation, the repair and replacement of all broken glass (with glass of the same size and quality) and doors, and the maintenance of the heating, ventilation and air conditioning systems and equipment within or serving the Premises (collectively, the "HVAC Equipment").

B. Tenant shall, at Tenant's own expense, enter into a maintenance/service contract with a maintenance contractor, which shall provide for regularly scheduled servicing of all HVAC equipment in the Premises. The maintenance contractor and the maintenance/service contract shall be subject to the approval of Landlord, which approval shall not be unreasonably withheld. The maintenance/service contract shall include, without limitation, all servicing suggested by the manufacturer, within the operations/maintenance manual pertaining to such system and/or equipment, and shall be effective (and a copy thereof delivered to Landlord) no later than thirty (30) days after the commencement date of this Lease.

C. Lessee shall, at Lessee's own cost and expense, repair or replace any damage or injury done to Demised Premises, or all or any of the foregoing or any part thereof, caused by any act or omission of Lessee, its agents, employees, licensees or invitees; and if Lessee shall fail to make such repairs or replacements within five (5) days of occurrence (or, in the event of emergency, such shorter notice, or no notice, as is reasonable under the circumstances to protect against material damage or danger to life and/or property), Lessor may, at its option, make such repairs or replacements and Lessee shall repay the cost thereof to Lessor on demand, together with interest at the highest rate allowed by law.

D. Neither Lessee nor Lessee's agents, employees, licensees or invitees shall commit or suffer, and shall use all reasonable precautions to prevent, waste, damage, or injury to the Demised Premises.

E. Lessor shall keep in good repair the roof, foundations, parking area, HVAC and exterior walls of the Demised Premises.

7. CONDITION OF PREMISES; ALTERATIONS, ADDITIONS OR IMPROVEMENTS

A. Tenant acknowledges examining the Premises prior to the commencement of the Lease term, that Tenant is fully familiar with the condition of the Premises and that Tenant accepts the Premises, pending Construction as set forth, above. Tenant enters into the Lease without any representations or warranties on the part of Landlord, express or implied, as to the condition of the Premises, including, but not limited to, the cost of operations and the condition of its fixtures, improvements and systems.

B. Lessee will not make, or allow to be made, any structural modifications, alterations, additions or improvements in or to the Demised Premises without the prior written consent of Lessor (which consent shall not be unreasonably withheld).

C. Any and all such modifications, alterations, additions or improvements to which Lessor has agreed in writing shall: (i) be performed in accordance with applicable laws, rules and regulations and in a lien-free and good and workmanlike manner; (ii) be performed by contractors reasonably approved by Lessor or (iii) be performed by Lessee itself; and (iv) except for removable trade fixtures or furniture of Lessee, at once become the property of Lessor and shall be surrendered to Lessor upon the termination in any manner of this Lease, in the same condition as is required of the Demised Premises. At Lessor's direction, Lessee shall have the obligation at the expiration or termination of this Lease to remove all such modifications, alterations, additions and improvements and restore the Demised Premises to its original (or better) condition as existed on the date of execution of this Lease.

8. LAWFUL USE AND VIOLATIONS OF INSURANCE COVERAGE

Lessee will not occupy or use, or permit any portion of the Demised Premises to be occupied or used, for any business or purpose which is unlawful in part or in whole or deemed to be disreputable in any manner, or noxious, noisy, hazardous, environmentally unsafe or deleterious.

9. INDEMNIFICATION

A. In addition to any other indemnities to Lessor provided in this Lease or by law, Lessee shall defend, indemnify and hold Lessor and its officers, directors, shareholders, partners, members, managers, agents, employees, invitees and licensees, harmless from and against any and all damages, claims, demands, actions, causes of action, liabilities, judgments, penalties, losses, costs and expenses (including, without limitation, attorneys' fees at trial and appellate levels) arising out of, or as a result of, or which may be imposed upon or incurred by or asserted against Lessor or its managing agent, or both, by reason of any of the following matters or events:

(i) any work or thing done in, on or about the Demised Premises or the Common Areas or any part thereof;

(ii) any use, non-use, possession, occupation, alteration, repair, condition, operation, maintenance or management of the Demised Premises, the Common Areas, the Outside Area or any part thereof;

(iii) any act or omission on the part of Lessee and/or its agents, employees, licensees or invitees;

(iv) any accident, injury (including death) or damage to any person or property occurring in, on or about the Demised Premises, the Outside Area or any part thereof;

(v) any failure on the part of Lessee to perform or comply with any of the covenants, agreements, terms or conditions contained in this Lease.

The provisions of this Paragraph 9 and all other indemnity provisions elsewhere contained in this Lease shall survive the expiration or earlier termination of this Lease, and shall inure to any successors or assigns.

10. ENTRY FOR REPAIRS AND INSPECTION

Lessee shall permit Lessor, its agents and employees, to enter into and upon any and all parts of the Demised Premises at any time, with reasonable advance notice, and from time to time to inspect the Demised Premises. Lessor may show the Demised Premises to prospective purchasers and lenders, and to prospective tenants during the last one hundred eighty (180) days of the Term.

11. NUISANCE


Lessee will conduct its business and control its agents, employees, licensees and invitees in such a manner as not to create any nuisance, or interfere with, annoy or disturb

12. CONDEMNATION

In the event the whole or any part of the Demised Premises shall be taken or condemnation for any public or quasi-public use or purpose, or if a deed in lieu thereof is provided, Lessor and lessee shall agree that all award, compensation, or interest shall be divided, as follows:

- a) The Parties agree that, as for any real estate value awarded, the Lessor shall receive the first \$3.5 million. Any amount above 3.5 million awarded for the value of the real estate shall be shared by the parties equally (50%/50%).
- b) The Parties agree that any lost income amount awarded shall be shared by the parties equally.
- c) The Parties agree that any award to the Lessee for its loss of business shall belong solely to Lessee (100%).

13. LOSS OR DAMAGE

 Lessor shall not be liable or responsible for any loss, damage or injury to any property or person occasioned by any act or omission of Lessee or any other lessee of the premises or any agents, employees, licensees or invitees, or any third parties, nor due to any theft, casualty, governmental requirements, the threat of an emergency such as a hurricane, civil commotion, war or like operations, terrorist threat or attacks, invasion, rebellion, hostilities, military or usurped power, sabotage, floods, Acts of God and other natural disasters, or due to cessation or interruption of utility service by utility providers or for any damage or inconvenience which may arise through the maintenance, repair, replacement, improvement or alteration of any part of the Premises, its fixtures, equipment or machinery, or Lessor's failure to make any such repairs, or from any other cause whatsoever unless caused solely and directly by Lessor's gross negligence.

14. LESSOR'S LIEN FOR SECURITY PURPOSES

A. In consideration of the mutual benefits arising under this Lease, Lessee does hereby pledge, assign and grant to Lessor security interests in certain personal property (hereinafter, "Liens"), which shall be executed and delivered to Lessor prior to, or contemporaneously with, the execution of this Lease. These Liens are intended to secure payment of Lessee's First two months' rent of \$25,000 each, and a security deposit of \$50,000, for a total secured amount of \$100,000 (ONE HUNDRED THOUSAND DOLLARS). Lessee has the right to extinguish said Liens at any time by providing Landlord with \$100,000 cash, which Landlord shall deposited and hold in a non-interest-bearing account for security (the "Security Deposit"). Unless otherwise in default, said Security Deposit shall be returned to lessee upon expiration.

15. ABANDONMENT

If Lessee shall abandon or vacate said Demised Premises before the end of the Term, Lessor may, at its option, forthwith cancel this Lease, and/or it may enter said Demised Premises as the agent of Lessee, by force or otherwise, without being liable in any way therefor, and relet the Demised Premises with or without any furniture or other property that may be therein, as the agent of Lessee, and exercise any and all other rights and remedies as may be available hereunder, at law and in equity.

16. CASUALTY DAMAGE

Although Lessee is responsible for maintaining property insurance on the Premises, Lessee and Lessor will use combined efforts to fully rebuild or restore premises using proceeds from said insurance. Lessee is responsible for payment of the insurance deductible.

B. In the event of casualty described in this paragraph Tenant's then existing Base Rent, as set forth in Paragraphs 2A(1)-(4), above, shall abate in proportion to the portion of the Demised Premises not useable by Lessee as a result of any casualty (other than a casualty caused by any act or omission of Lessee, its agents, employees, licensees or invitees) covered by insurance carried or required to be carried by Lessor under this Lease, as of the date on which the Demised Premises becomes unusable by Lessee. Lessor shall not be liable to Lessee for any delay in restoring the Demised Premises or any inconvenience or annoyance to Lessee or injury to Lessee's business resulting in any way from the damage or the repairs, Lessee's sole remedy being the right to an abatement of Base Rent as described in this paragraph.

17. ATTORNEYS' FEES

In the event that Lessee defaults in the performance of any of the terms, covenants, agreements or conditions contained in this Lease and Lessor seeks to enforce this Lease or any part thereof (including, without limitation, the initiation of an action for the collection of any Rent due or to become due hereunder or for the recovery of possession of the Demised Premises), Lessee agrees to pay Lessor reasonable attorneys' fees and costs (including, without limitation, court costs) at trial and appellate levels, including those incurred in any bankruptcy proceedings, and payment of the same shall be secured in like manner as is herein provided as to security for Rent.

18. AMENDMENT

This Lease may not be altered, changed or amended, except by an instrument in writing, signed by both Parties.

19. TRANSFER OF LESSOR'S RIGHTS

Lessor shall have the right to transfer and assign, in whole or part, all and every feature of its rights and obligations hereunder and Lessee shall attorn to and recognize such assignee as the holder of Lessor's rights hereunder. Upon any such assignment, Lessee's rights shall remain in full force and effect.

20. DEFAULT BY LESSEE

A. Each of the following shall constitute a default under this Lease: (i) Lessee fails to make any payment of Rent (or any portion thereof) as and when due; or (ii) Lessee or any guarantor of Lessee's obligations fails to perform any other obligation under this Lease and such default is not cured within ten (10) days after written notice to Lessee; or (iii) Lessee or any guarantor of Lessee's obligations

under this Lease becomes bankrupt or insolvent or makes a general assignment for the benefit of creditors or takes the benefit of any insolvency act, or if any debtor proceedings be taken by or against Lessee or any guarantor; or (iv) a receiver or trustee in bankruptcy is appointed for all or any of the Lessee's property; or (v) Lessee or any trustee rejects this Lease in any bankruptcy, insolvency, reorganization, or arrangement proceedings under the Bankruptcy Code or any State insolvency laws; or (vi) Lessee vacates the Demised Premises or abandons possession of the Demised Premises; or (vii) the leasehold estate granted to Lessee by this Lease is taken on execution or other legal process; or (viii) Lessee Transfers its interest in this Lease, or effects any other Transfer, in violation of the terms hereof.

B. If Lessee defaults in its obligations hereunder, after expiration of applicable notice and cure periods, if any, Lessor may, at its option: (i) cancel this Lease; and/or (ii) enter said Demised Premises as the agent of Lessee, by force or otherwise, without being liable in any way therefor, and relet the Demised Premises with or without any furniture or other property that may be therein, as the agent of Lessee, at such price and upon such terms and for such duration of time as Lessor may determine, and receive all rental and other sums therefor, applying the same to the payment of the Rent due under this Lease (and if the full Rent herein provided shall not be realized by Lessor over and above the expenses to Lessor in such reletting, including but not limited to attorneys' fees and the cost of brokerage and of renovating, altering and decorating for a new occupant, Lessee shall, upon demand, forthwith pay any and all deficiency); and/or (iii) sue Lessee as each installment of Rent comes due or for the whole Rent when it becomes due; and/or (iv) declare the entire Rent which would have been due for the balance of the Term to be immediately due and payable in full and may collect same in full (reducing the aggregate amount so due to its then present value, using a discount rate equal to the yield then obtainable from the United States Treasury Bill or Note with a maturity date closest to the date of Expiration Date of the Lease); and/or (v) exercise such other rights and remedies as may be available hereunder, at law or in equity. All remedies of Lessor are cumulative and the exercise of any one or more rights and remedies shall not prevent the exercise of any others.

Any and all legal action proceedings arising out of or connection with this lease or its guarantee shall be instituted in a court (State or Federal) Located within which the Demised Premises are located and shall have exclusive jurisdiction and venue for litigation concerning the default of Lessee or any of its guarantors.

The provisions of this Paragraph shall survive the expiration or sooner termination of this Lease.

21. LESSOR'S RIGHT TO PERFORM LESSEE'S COVENANTS

A. If Lessee shall at any time fail to make perform any act on its part to be made or performed hereunder, subject to applicable notice and cure provisions of this Lease, if any, then Lessor, without waiving or releasing Lessee from any obligation of Lessee contained in this Lease, may (but shall be under no obligation to) make any payment or perform any act on Lessee's part to be made or performed, and may enter upon the Demised Premises for the purpose and take all such action thereon as may be necessary therefor.

B. All sums so paid by Lessor and all costs and expenses incurred by Lessor in connection with the performance of any such act described in subparagraph A above, together with interest thereon at the highest rate allowed by law, shall be paid by Lessee to Lessor on demand. Any payment or performance by Lessor pursuant to the foregoing shall not be nor be deemed to be a waiver or release of the breach or default of Lessee with respect thereto or of the right of Lessor to terminate this Lease and/or institute summary proceedings and/or take such other action as may be permissible hereunder in the event of breach or default by Lessee.

22. WAIVER

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

23. PRONOUNS

When this Lease is executed by more than one person or entity, the obligations of all such persons or entities shall be joint and several, it shall be construed as though Lessee were written "Lessees" and the words in their number were changed to correspond; and pronouns of the masculine gender, whenever used herein, shall include persons of the female gender and corporations, entities and associations of every kind and character.

24. ESTOPPEL CERTIFICATE

Lessee shall, at any time and from time to time, at the request of Lessor upon not less than ten (10) days prior written notice, execute, acknowledge and to Lessor or its designee, 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 same is in full force and effect as modified and stating the modifications); (b) the dates to which the Rent has been paid; (c) the amount of security paid by Lessee, if any; (d) whether Lessee or Lessor is in default in the performance of any covenant, agreement or condition contained in this Lease and, if so, specifying each such default; (e) the date of commencement and of expiration of the Term (including, without limitation, the number of remaining Renewal Terms, if any, which Lessee has the right to exercise); (f) the Base Rent and Additional Rent payable under this Lease; and (g) such other information as may reasonably be requested by Lessor pertaining to this Lease or its subject matter. Such statement may be relied upon by Lessor and any prospective lender, purchaser or tenant.

25. SUBORDINATION

This Lease is made expressly subject and subordinate at all times to any and all mortgages, deeds of trust and ground or underlying leases affecting, the Demised Premises, or any portion thereof or interest therein, which have been executed and delivered, or which may at any time hereafter be executed and delivered by Lessor, and any and all amendments, modifications, restatements, extensions and renewals thereof and substitutions therefor, and to any and all advances made or to be made under or upon said or mortgages, deeds of trust ground or underlying leases. The foregoing subordination shall be automatic and self-operative; however, Lessee agrees to execute any instrument or instruments which the Lessor may deem necessary or desirable to reflect the subordination of this Lease as aforesaid. In the event Lessee shall refuse or fail to execute such instrument within ten (10) days after request, Lessor may, in addition to any right or remedy accruing hereunder, execute such instrument in the name and stead of Lessee (Lessee appointing Lessor as Lessee's attorney-in-fact, coupled with an interest, for such purpose) and/or terminate this Lease by notice to Lessee, without Lessor incurring any liability whatever, and the estate hereby granted is expressly limited accordingly.

26. TIME OF THE ESSENCE

It is understood and agreed between the Parties that time is of the essence of this Lease, and this applies to all terms and conditions contained herein.

27. RADON GAS

The following notification is provided under Section 404.056(5), Florida Statutes: "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 and radon testing may be obtained from your county health department."

28. FORCE MAJEURE

In the event that Lessor shall be delayed, hindered in or prevented from the performance of any act required hereunder by reason of terrorism, strikes, lock-outs, labor troubles, inability to procure materials, failure of power, hurricane, floods, natural disasters, cessation of utility service by utility providers, restrictive governmental laws or regulations, riots, civil commotion, insurrection, the act, failure to act or default of Lessee (or its agents or employees), war or other reason beyond Lessor's control, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

29. ENVIRONMENTAL LAWS

A. Lessee's use of, and activities on, the Demised Premises shall be conducted in compliance with all "Environmental Laws" (as hereafter defined). Lessee shall maintain the Demised Premises in a "clean" condition during the Term and shall not use in, or bring onto, the Demised Premises any hazardous or toxic materials. As used in this section, the term "clean" shall mean that the Demised Premises is in complete compliance with the Environmental Laws and this Lease.

B. Lessor has not provided any environmental studies on the Demised Premises. As such, Lessee cannot be liable for any existing environmental problems the Demised Premises may or may not have as of the commencement date. However, Lessee shall adhere to the Environmental Laws and be liable for any violation or contaminations that arise after the commencement date.

30. EXCULPATION OF LESSOR

Notwithstanding anything to the contrary in this Lease, in the event Lessee shall obtain a monetary or other judgment, decree or relief against Lessor, Lessee shall look solely to the interest of Lessor in the Demised Premises for the enforcement thereof. No judgment, levy or enforcement action against Lessor arising out of or relating to the Lease shall be an execution or lien upon any assets of the Lessor, its employees or agents, other than Lessor's interest in the Demised Premises. This Paragraph shall survive the expiration or sooner termination of this Lease.

31. NOTICES

Whenever it is provided herein that notice, demand, request or other communication shall or may be given to or served upon either of the Parties by the other, and whenever either of the Parties shall desire to give or serve upon the other any notice, demand, request or other communication with respect hereto, each such notice, demand, request or other communication shall be in writing and, any law or statute to the contrary notwithstanding, shall be effective for any purpose only if given or served as follows: (i) by certified mail, postage prepaid and return receipt requested; or (ii) by hand delivery (including, without limitation, via overnight courier), in which case such notice shall be deemed received on the date of delivery; or (iii) as to notices from Lessor to Lessee only, via facsimile (in which case notice shall be deemed received upon written confirmation of receipt received on the sender's facsimile machine), addressed as follows: (i) if to Lessee, at the Demised Premises and (ii) if to Lessor, to the addresses set forth on the first page of this Lease. All notices or other communications sent by certified

mail, as described above, shall be deemed received hereunder on the earlier of: (x) actual receipt; or (y) three (3) days after such notice is deposited in the United States mail in accordance with the foregoing, except for notices of change of address which shall be deemed received upon actual receipt by the other party.

32. MISCELLANEOUS

A. This Lease constitutes the entire agreement between the Parties and supersedes and replaces all prior agreements concerning the subject matter. This Lease shall be construed and enforced in accordance with the laws of the State of Florida.

B. In the event any provision of this Lease is determined by a court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions, all of which shall remain in full force and effect.

C. If more than one individual or entity executes this Lease as Lessee, they shall be and remain jointly and severally liable for all obligations hereunder.

D. The captions of this Lease are for convenience of reference only and in no way define, limit or describe the scope or intent of this Lease or in any way affect this Lease.

E. This Lease shall not be construed more strictly against one party than against the other by virtue of the fact that one party or its counsel may have drafted same, both Parties and their counsel having had the opportunity to participate in the negotiation and drafting of this Lease.

F. Lessee shall not record this Lease or any memorandum thereof.

G. LESSOR AND LESSEE HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED UPON THIS LEASE, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH ANY OR ALL DOCUMENTS, INSTRUMENTS OR AGREEMENTS EXECUTED OR CONTEMPLATED TO BE EXECUTED IN CONNECTION WITH THIS LEASE, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENT (VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS LEASE.

H. This Lease shall be binding upon and shall inure to the benefit of the respective heirs, personal representatives, successors and assigns of the Parties.

I. The terms "herein", "hereby", "hereof", "hereto", "hereunder" and any similar terms refer to this Lease in its entirety and not solely to the particular section or paragraph in which the term is used.

J. Sign Income: All sign (billboard) income generated on Premises shall be for the benefit of the Lessor, until Lessee starts rental payment of \$25,000 a month.

33. REAL ESTATE BROKERS

Lessee warrants and represents to Lessor that no real estate broker has been involved in bringing about or consummating this Lease. Lessee hereby agrees to defend, indemnify and hold Lessor harmless from and against all damages, claims, demands, actions, causes of action, liabilities, judgments, penalties, losses, costs and expenses (including, without limitation, attorneys' fees at trial and appellate levels) arising out of, or as a result of, any breach of the warranty contained herein. The provisions of this paragraph shall survive termination or expiration of this Lease.

34. NO OFFER

The submission by Lessor of this Lease in draft form shall be solely for Lessee's consideration and not for acceptance and execution. Such submission shall have no binding force or effect and shall confer no rights nor impose any obligations, including brokerage obligations, on either party unless and until both Lessor and Lessee shall have executed a lease and duplicate originals thereof.

35. GOOD GUY CLAUSE

Notwithstanding the forgoing provisions, and as more fully described below, individual Tenant GIGI STETLER is intended only to be liable for rents and obligations of either Tenant that come due while either Tenant in possession of the Premises. Should both Tenants (RV Sales Of Broward, Inc., and Gigi Stetler) vacate the Premises and surrender control of the premises to Landlord (surrender) in the same or better condition as they existed upon the completion of improvements, then Gigi Stetler shall not be personally liable for rents or obligations under this lease incurred from the date of surrender, forward. However RV Sales of Broward shall upon surrender pay in liquidated damages the sum of \$50,000 (FIFTY THOUSAND) to Landlord for settlement in full of all future rents and obligations. Providing Premises is surrendered in same or better condition as existed upon.

**EXHIBIT A
DEMISED PREMISES**

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY
NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY
NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

EXHIBIT B
Construction
"Substantial List"

Site & Exterior:

Paint Complete Exterior (Navy Blue, Red & White) and patch all holes
Add asphalt layer (Where necessary)
Move Generator to Rear of Building
Replace Windows with Double Glass Doors to Side between Stairs and Office
Landscape around Front of Building
Remove tree stumps, and trim tree in front southwest corner of property. Corner at Vixens and Burris Rd
Repair and secure property perimeter fence

Interior Offices & New Retail Store:

RETAIL STORE *Complete, ceiling, walls, lighting, floors, and Bath Room*
Add Wall between Retail Store & Service / with (1) Door with Window into Repair Shop. Remove wall
Combination lock needed *(WH) Extend A/C Ducts*
Ceiling above Retail Store Must Support Storage
Paint Walls, Gigi choice
Remove Walls around Current Parts Office & Storage Room, drop ceiling.
Enlarge Window behind Counter into Retail Store
Lower Reception Counter, make height Uniform
Add. Replace Ceiling Tiles and Paint where needed
(WH) Remove Wall between Lobby Entrance and Retail between counter and Restrooms.

Miscellaneous:

Clean Entire Facility

JA

EXHIBIT C

Site & Exterior:

~~Confirm M3 Zoning does excludes RV Dealer, and allows Retail Store~~ *CU*

~~Confirm if City Sewage Hook up Available, and Septic Drain Field MUST Work to Handle Capacity~~ *CU*

- ✓ Paint Complete Exterior (Navy Blue, Red & White) and patch all holes \$10K
- ✓ Add 1" asphalt layer onto off existing asphalt ~~(1" layer necessary)~~ \$45K
- ✓ Add Small Circular Drive Way
- ✓ Check if Power Available out Front
- ✓ Move Generator to Rear of Building
- ✓ Complete Canopy Front around Corner over Parking \$8K
- ✓ Replace Windows with Double Glass Doors to Side between Stairs and Office \$4K
- ✓ Landscape around Front of Building \$4K
- ✓ Remove tree stumps, and trim tree in front southwest corner of property. Corner at Vixens and Burris Rd
- 2. ~~Agree on dump station location in rear of yard~~ *CU*
- ✓ Repair and secure property perimeter fence \$5K

Interior Offices & New Retail Store:

RETAIL STORE

\$25K MINIMUM

- ✓ Add Wall between Retail Store & Service / with (1) Door with Window into Repair Shop, Combination lock needed *blue*
- ✓ Ceiling above Retail Store Must Support Storage *blue*
- 2. Finish Walls, Gigi choice
- ✓ Remove Walls around Current Parts Office & Storage Room, drop ceiling.
- ✓ Use Vinyl Flooring in Retail Store, Gigi choice
- ✓ Add A/C for Retail
- ✓ Add (2) Restrooms next to Existing; (1) for Service Staff, (1) more for Women, Meet ADA \$3K
- 2. ~~Add Snack Bar in Retail Store~~ *CU*
- ✓ Provide Walkway with Doors from Second Floor into Warehouse
- ✓ Enlarge Window behind Counter into Retail Store
- ✓ Expose Opening between Lobby Entrance and Retail between counter and restrooms
- ✓ Lower Reception Counter, make height Uniform
- ✓ Add, Replace Ceiling Tiles and Paint where needed
- ✓ Add "Snack Counter" in Retail Area with water and electrical \$3K

*water built
sewer (Perk test
Shana)*

IN WITNESS WHEREOF, the undersigned have executed this Lease as of the day and date hereinabove.

Witnesses:

LESSOR:

a Florida limited liability company

Name:

[Signature]

By:

[Signature]

Date: 8/25, 2015

Name:

WILKA RODRIGUEZ

LESSEE:

R.V. Sales Of Broward, Inc.

By:

[Signature]

Name:

Title:

G. G. STERN

PR

Date: 8/25, 2015

Name:

Name:

In Witness where, the undersigned have executed this Personal Guaranty on the day and date below.

Witnesses:

Name: DORRIS RODRIGUEZ

Name: GIGI STETLER

Guarantor's address:

Name: _____

4941 SW 145 Ave

71242401424, 7C 33330

Guarantor's Social Security No. -17-12

Guarantor's Driver's License No. 788-0

Dated: 8/25/ 2015

Witnesses:

Name: _____

Name: _____

Guarantor's address:

Name: _____

Guarantor's Social Security No. _____

Guarantor's Driver's License No. _____

Dated: _____, 20__

Proposal from R & R Electric of Broward, Inc.
31 Farvardin 1400 AP at 12:10



Good afternoon,

Please review the attached proposal.

Please be advised, this proposal is no longer active and the proposed amount is no longer valid. Feel free to contact us if you have any questions.

We look forward to working with you.

Sincerely,

Erin Richardson
R & R Electric of Broward, Inc.
Office (954) 319-5630
Fax (855) 897-2729
Dave Cell (954) 818-5188

R & R ELECTRIC OF BROWARD, INC.
7958 PINES BOULEVARD, SUITE 238
PEMBROKE PINES, FL 33024
PHONE (954) 319-5630
FAX (855) 897-2729

PROPOSAL

Date	PROPOSAL #
12/4/2019	2411

Bill to:
FLORIDA 595 TRUCKSTOP
2705 BURRIS RD.
DAVIE, FL 33314

PO #
VENDOR #

PROJECT LOCATION:
PLANET RV

Qty/Hrs	Description	Rate	
1	1. REPLACE FEEDERS FROM MDP TO (2) 200 AMP PANELS *OFFICE: 2. REPLACE ALL 20 AMP BRANCH CIRCUITS FEEDING LIGHTING, RECEPTACLES AND SWITCHES, 3. REPLACE ALL 30, 40 AND 50 AMP 3-PHASE CIRCUITS FEEDING AIR HANDLERS, A/C COMPRESSORS AND WATER HEATER *MECHANICS SHOP: 4. REPLACE (2) 3-PHASE 200 AMP 30 CIRCUIT PANELS. INSTALL NEW BREAKERS 5. REPLACE ALL 20 AMP BRANCH CIRCUITS FEEDING LIGHTING, RECEPTACLES AND SWITCHES 6. REPLACE 3-PHASE 50 AMP CIRCUITS FEEDING WELDER, AIR COMPRESSOR AND EXHAUST FAN 7. REPLACE DAMAGED BALLASTS AND LAMPS IN FLUORESCENT FIXTURES THROUGHOUT *SALES LOT 8. REPLACE CIRCUITS FEEDING ALL 50 AMP RV SERVICES 9. PERMIT PROCESSING FEES EXCLUDED *LABOR & MATERIAL *ALL COUNTRY TO BE INSTALLED IN EXISTING RACEWAY *ANY DEVIATIONS MAY INCUR ADDITIONAL FEES *TERMS: 50% DUE UPON COMMENCEMENT 30% DUE AT 30 DAYS 20% DUE UPON COMPLETION	251,182.00	251,182.00

LICENSE # EC13006319
LATE PAYMENT FEE: \$35.00 EACH TIME PAYMENT IS LATE.
18% INTEREST ANNUALLY WILL INCUR FOR ANY UNPAID BALANCES.
LEGAL ACTION WILL BE TAKEN FOR ANY UNPAID AMOUNTS, WITH FEES BEING THE CUSTOMER'S RESPONSIBILITY.

Subtotal	\$251,182.00
Sales Tax (7.0%)	\$0.00
TOTAL	\$251,182.00

EXHIBIT B

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED, AND THE ABOVE WORK TO BE COMPLETED PER NEC CODES.