



# PARKS AND RECREATION DEPARTMENT

## BEACH FOOD AND ALCOHOLIC BEVERAGES APPLICATION

PRD.BFABA

### LICENSE APPLICATION FOR THE SALE, SERVICE, AND DELIVERY OF FOOD AND ALCOHOLIC BEVERAGES ON CITY BEACHES BY UPLAND HOTELS

**PROCESS:** Pursuant to Section 8-55.4, of the City's Code of Ordinances, the Parks and Recreation Department will review all applications from upland hotels for a license to sell, serve, and deliver food and alcoholic beverages on City beaches. Applicants will be notified via e-mail, if application does not meet the submittal requirements and if changes or additional information is required. Completed applications should be provided to the Parks and Recreation Department no later than November 1 in order to allow time to process the application for approval prior to January 1.

An application for a license to sell, serve, and deliver food and alcoholic beverages on the Public Beach for consumption by an upland hotel guest or any person who rents a beach chair from a city-approved beach concessionaire shall be submitted to the city's Parks and Recreation Department by email to cbean@forlauderdale.gov on forms provided by the department and shall be subject to the minimum requirements set by the department. The Parks and Recreation Department is responsible for the processing and administration of license applications.

**FEES:** All application fees for the sale, service, and delivery of food and alcoholic beverages on city beaches are calculated at an amount equal to Twenty-Five Dollars (\$25) times the total number of guest rooms at Applicant's upland hotel and shall be due annually on January first of each year, and may be amended from time to time by the City Commission. In addition to the application fee, any additional costs incurred by the City shall be paid by the applicant. Any additional costs, which are unknown at the time of application, are later incurred by the City, shall be paid by the applicant prior to the issuance of the license.

**LICENSE FEE: NUMBER OF HOTEL GUEST ROOMS X \$25.00**

**INSTRUCTIONS:** The following information is required pursuant to Section 8-55.4 of the City's Code. The application must be filled out accurately and completely. Please print or type and answer all questions. Indicate N/A if does not apply.

| SALE, SERVICE, AND DELIVERY OF FOOD AND ALCOHOLIC BEVERAGES ON CITY BEACHES APPLICATION |  |
|---|--|
| OWNERSHIP / OPERATOR INFORMATION  |  |
| PROPERTY OWNER / OPERATOR   | MHF Las Olas VI, LLC - MHF Las Olas Operating VI, LLC                        |
| PROPERTY OWNER SIGNATURE  |  |
| Address, City, State, Zip   | 300 Centerville Road, Suite 300 East, Warwick, RI 02886                      |
| Phone Number / E-mail Address   | (401) 562-2207 renee.gauvin@magnahospitality.com                             |
| PROOF OF OWNERSHIP  | Warranty Deed AGENT AUTHORIZATION Letter Provided                            |
| APPLICANT / AGENT'S NAME  | Stuart Levy  |
| APPLICANT / AGENT'S SIGNATURE   | Stuart Levy  Digitally signed by Stuart Levy Date: 2022.12.20 09:13:12 -0500 |
| Address, City, State, Zip   | 525 S. Ft. Lauderdale Beach Blvd, Ft. Lauderdale, Florida 33316              |
| Phone Number / E-mail Address   | (954) 524-9595 Stuart.Levy@Hilton.com  |

| BUSINESS / HOTEL INFORMATION |   |
|------------------------------|---|
| BUSINESS / HOTEL NAME        | Hotel Maren Ft. Lauderdale Beach, Curio Collection by Hilton    |
| BUSINESS / HOTEL ADDRESS     | 525 S. Ft. Lauderdale Beach Blvd, Ft. Lauderdale, Florida 33316 |
| NUMBER OF HOTEL GUEST ROOMS  | 141 MULTIPLY X \$25 \$3,525 LICENSE FEE                         |



**SUBMITTAL REQUIREMENTS:**

**APPLICATION PACKAGE** consisting of the application above and following operational plan set and supporting documentation uploaded to the City of Fort Lauderdale's application webpage.

**OPERATIONAL PLAN SET:**

**SITE PLAN** depicting a layout of the hotel's property boundary lines and lines representing the extension of side boundary lines east into the Public Beach representing the proposed location for food and any beverage service on the Public Beach, a detailed description and design of a temporary beachfront structure, if any, including the material to be used for the structure. Any temporary beachfront structure plans shall satisfy all applicable permitting requirements of the City Code and shall be reviewed and processed by the City's Development Services Department.

**TRAFFIC CONTROL PLAN** with safety guidelines for service providers and hotel guests expected to cross State Road 1A or any other right-of-way in order to access the Public Beach to ensure no undue interference with the passage of the public on State Road 1A. The traffic control plan and personnel necessary to implement said plan shall be furnished at the sole cost and expense of each licensee.

**PLAN FOR THE CONTINUOUS CLEANUP** and deposit of all trash and debris in proper receptacles in compliance with sanitary facilities and any safety inspection requirements, as deemed necessary by the Fire-Rescue, Parks and Recreation Department, and Development Services Department;

**SUPPORTING DOCUMENTATION:**

**APPLICATION** completed (all pages filled out as applicable)

**PROOF OF OWNERSHIP** (warranty deed or tax record), including corporation documents if applicable

**PROPERTY OWNERS SIGNATURE** and/or Agent Authorization Letter Signed by Property Owner

**CODE OF ORDINANCE NARRATIVES** providing point-by-point responses, on upland hotel's letterhead, dated, and signed by the upland hotel's owner/operator or authorized agent, referencing all applicable sections of the Code and indicating how the submittal complies with the criteria.

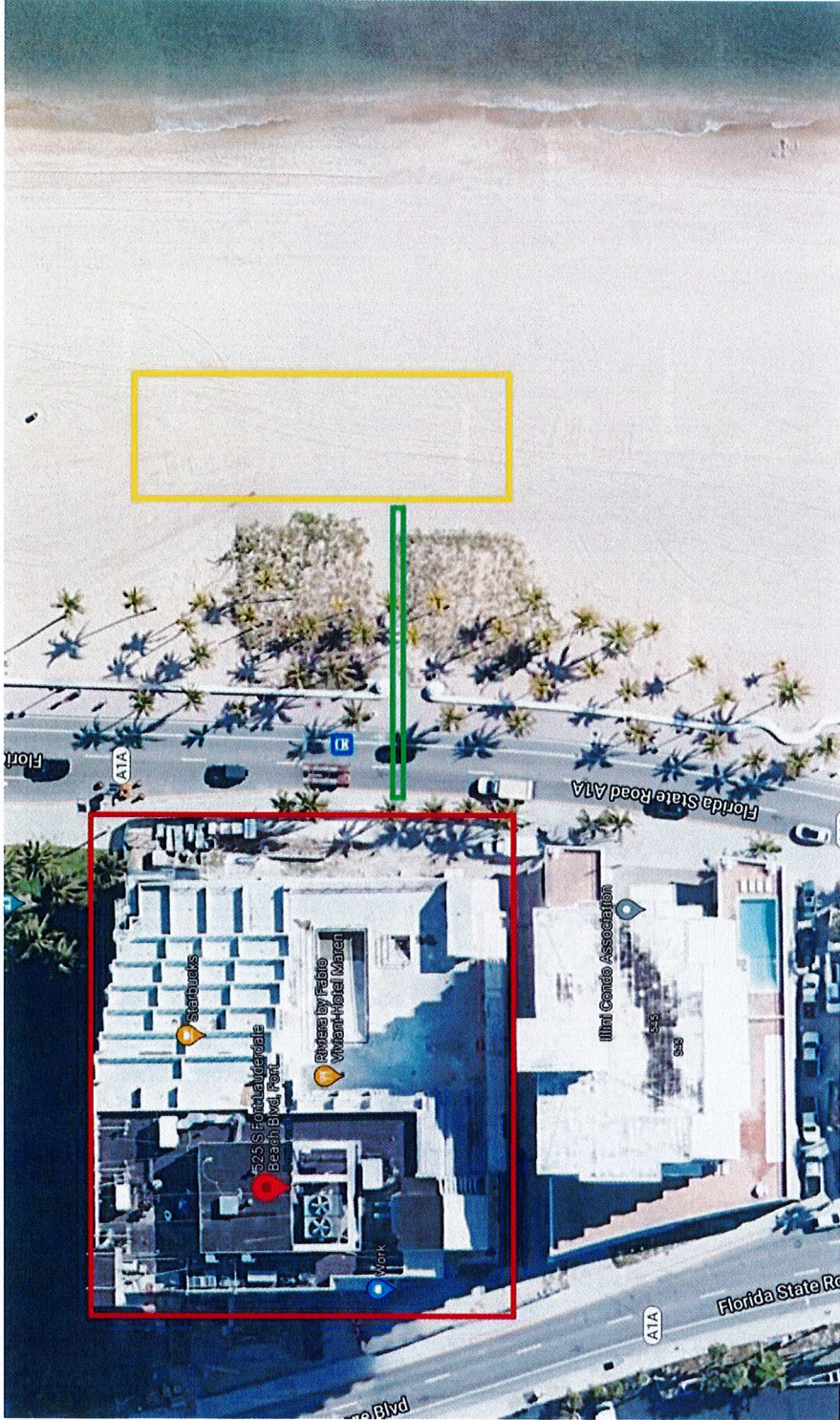
- o Food and/or beverages to be served, sold or delivered
- o Policy to ensure that hotel guests and other customers consuming alcoholic beverages and all employees serving or otherwise handling alcoholic beverages are 21 years of age or older
- o Policy to ensure service providers wear uniforms and name tags that identify the upland hotel as the employer, as more specifically set forth in the license application
- o Describe the Mobile Point-of-Sale (POS) system that will be used and is compatible with other credit card processing software and necessary electronic equipment to facilitate and manage the food and beverage sale transactions to customers sitting in a city-approved beach concessionaire chair
- o Statement of Commitment to the exclusive use of recyclable or reusable food and beverage containers, cutlery, and condiment packaging, that all clearly identify the upland hotel as the service provider
- o Applicant's Hours of Operation on the Public Beach shall be limited to seven (7) days per week, between the hours of 10:00 a.m. through 6:00 p.m. for the months of October, November, December, January, February, March, April and May, and between the hours of 10:00 a.m. through 7:00 p.m. for the months of June, July, August, and September. Any change or deviation to these operating hours requires prior City Commission approval
- o Statement of Compliance with all applicable federal, state and local laws.

**FOOD SERVICE LICENSE** that is current and active with the State of Florida,

**LIQUOR LICENSE** that is current and active with the State of Florida.

|   |  |                            |  |
|---|--|----------------------------|--|
| <b>APPLICANT AFFIDAVIT</b>  |  | <b>STAFF INTAKE REVIEW</b> |  |
| I acknowledge that the Required Documentation and Technical Specifications of this application are met. |  | For Staff Use Only         |  |
| <b>PRINT NAME:</b>  |  | <b>LICENSE NUMBER:</b>     |  |
| <b>SIGNATURE:</b>   |  | <b>REVIEWED BY:</b>        |  |
| <b>DATE:</b>  |  | <b>DATE:</b>               |  |





Boundaries of Hotel Maren

Deliver F&B to Beach Chairs through Beach Entrance

Current Beach Chairs (Not shown on Google Maps)

**MHF Las Olas Operating VI, LLC  
300 Centerville Road, Suite 300 East  
Warwick, RI 02886**

January 23, 2023

City of Fort Lauderdale  
Parks and Recreation Department  
Beach Food and Alcoholic Beverages Division  
701 S. Andrews Avenue  
Fort Lauderdale, FL 33316

Re: Hotel Maren Fort Lauderdale Beach, Curio Collection – 525 S Fort Lauderdale Beach Blvd

Dear Sir/Madam:

We are the owner of the Hotel Maren Fort Lauderdale Beach, Curio Collection located at 525 S Fort Lauderdale Beach Blvd. A copy of our Warranty Deed is attached for your convenience.

By this letter we do hereby authorize Stuart Levy, the General Manager of Hotel Maren to represent MHF Las Olas Operating VI, LLC on all matters relating to our attached license application for the Sale, Service and Delivery of Food and Alcoholic Beverages on City Beaches by Upland Hotels. A copy of our signed application is attached.

Should you have any questions or require any additional information please reach out to us or Mr. Levy at your earliest convenience. My direct telephone number is (401) 562-2207 and Mr. Levy's contact number is (954) 524-9595. Mr. Levy's email address is [Stuart.Levy@Hilton.com](mailto:Stuart.Levy@Hilton.com).

Thank you.

Sincerely,



Robert A. Indeglia, Jr.  
President  
MHF Las Olas Operating VI, LLC



Documentary Stamp Taxes: \$273,700.00  
Recording Fee: \$163.00  
Total Fees Due: \$273,863.00

**E-RECORDED**

ID. 115283138  
County BROWARD  
Date 8/23/2018 Time 3:58 p.m.

This Instrument Prepared By and Return To:  
Michael G. Candiotti, Esq.  
Latham, Shuker, Eden & Beaudine, LLP  
111 North Magnolia Ave., Suite 1400  
Orlando, FL 32801

Tax Parcel Identification No.: 5042 12 32 0010

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**QUIT-CLAIM DEED**

**THIS QUIT-CLAIM DEED**, made and executed as of the 23<sup>rd</sup> day of August, 2018, by **550 SEABREEZE DEVELOPMENT LLC**, a Florida limited liability company, pursuant to that Sale Order entered in that certain Bankruptcy Case No. 18-12193-RBR, pending in the United States Bankruptcy Court for the Southern District of Florida, Fort Lauderdale Division, a copy of which is attached hereto as **Exhibit "A"** (the "**Grantor**"), whose address for the purposes of this instrument is 19501 Biscayne Boulevard, Suite 400, Aventura, FL 33180, to **MHF LAS OLAS VI LLC**, a Delaware limited liability company (the "**Grantee**"), whose address for the purposes of this instrument is 300 Centerville Road, Suite 300, Warwick, RI 02886.

**WITNESSETH:**

**THAT** the Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) in hand paid by the Grantee, the receipt whereof is hereby acknowledged, does hereby transfer, convey, remise, release and quit claim unto the Grantee, its successors and assigns forever, all the right, title, interest, claim and demand which the Grantor has or may have in and to the following described lands situate, lying and being in Broward County, Florida:

Parcel A, ZURO'S PLAT, according to the Plat thereof, as recorded in Plat Book 117, Page 22, of the Public Records of Broward County, Florida.

**TO HAVE AND TO HOLD** the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the Grantor, either in law or equity, to the only proper use, benefit and behoof of the Grantee, its successors and assigns forever.

**[Continues on following page]**



Documentary Stamp Taxes: \$273,700.00  
Recording Fee: \$163.00  
Total Fees Due: \$273,863.00

This Instrument Prepared By and Return To:  
Michael G. Candiotti, Esq.  
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[Continues on following page]







**Exhibit "A"**

**SALE ORDER**

[see attached 16 pages]

A-1





**ORDERED in the Southern District of Florida on August 17, 2018.**

Certified to be a true and correct copy of the original.

Joseph Falzone, Clerk  
U.S. Bankruptcy Court  
Southern District of Florida

By: Melba Weidman  
Deputy Clerk

Date: 8.21.18

Raymond B. Ray, Judge  
United States Bankruptcy Court

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF FLORIDA  
Fort Lauderdale Division  
[www.flsb.uscourts.gov](http://www.flsb.uscourts.gov)**

In re:

550 SEABREEZE DEVELOPMENT,  
LLC,

Case No. 18-12193-RBR

Chapter 11

Debtor.

**ORDER (I) APPROVING THE SALE OF SUBSTANTIALLY ALL OF THE DEBTOR'S ASSETS FREE AND CLEAR OF LIENS, CLAIMS, ENCUMBRANCES AND INTERESTS AND (II) GRANTING RELATED RELIEF**

THIS MATTER came before the Court on August 17, 2018 at 10:00 a.m. (the "Sale Hearing"), upon the Motion of 550 Seabreeze Development, LLC (the "Debtor") pursuant to 11 U.S.C. §§105, 363 and 365 and Fed. R. Bankr. P. 2002, 6004 and 9014 and Local Rules 2002-1(C)(2) and 6004-1 for the entry of an Order (1) approving competitive bidding and sale procedures for the sale of substantially all of Debtor's assets, (2) scheduling dates to conduct



auction and hearing to consider final approval of sale, including treatment of executory contracts, (3) approving the form and manner of notices, (4) approving the sale of substantially all of the Debtor's assets free and clear of all liens, claims, encumbrances and interests, including if applicable the assumption and assignment of any executory contracts, and (5) granting related relief (the "Motion") [ECF No. 72], and the Supplement to the Motion seeking the approval of the Stalking Horse APA (as defined in the Supplement) with the Stalking Horse Bidder, MHF Properties VI, LLC [ECF No. 100],<sup>1</sup> together with the Notice of Filing First Amendment to Asset Purchase Agreement [ECF No. 122] and the Notice of Filing Second Amendment to Asset Purchase Agreement [ECF No. 135] (collectively, the "Supplement") (collectively, the Motion and the Supplement are referred to herein as the "Sale Motion").<sup>2</sup>

This Court (i) having entered an Order, dated July 26, 2018 (the "Sale Procedures Order") [ECF No. 126], approving the Bid Procedures for the sale of substantially all of Debtor's assets to the highest and best bidder, authorizing the Debtor to take any and all action necessary or appropriate to implement the Bid Procedures, establishing a deadline for the submission of Qualified Bids, authorizing the Debtor to conduct an Auction if applicable, and approving, *inter alia*, the form and manner of notice of the Sale; (ii) having jurisdiction over the Sale Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157(b)(2) and 1334; (iii) having authorized the Debtor in the Sale Procedures Order to sell the Property free and clear of all liens, claims, encumbrances and interests pursuant to 11 U.S.C. §§ 363 (f)(2), (4) and (5), including but not limited to those interest set forth on Exhibit "A" attached hereto, with all such liens, claims, encumbrances and interests to attach to the proceeds of such sale in and to the same

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<sup>1</sup> MHF Properties VI, LLC has assigned its rights under the Stalking Horse APA to its affiliate, MHF Las Olas VI LLC, a Delaware limited liability company.

<sup>2</sup> All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Sale Motion and all exhibits thereto.





extent, validity and priority as respectively existed in the Property as of the Petition Date, subject to the approval of the Successful Bid and the Back-Up Bid (as applicable) by the Court at the Sale Hearing, (iv) noting that the Debtor filed a Notice of Cancellation of Auction [ECF No. 132] pursuant to which the Debtor represented that it received only one Qualified Bid prior to the Bid Deadline pursuant to the Sale Procedures Order, (v) noting in the record at the Sale Hearing the appearance of all interested parties and any responses and any objections to the Sale Motion solely in respect of the determination of which Qualified Bid is the Successful Bid or any other aspect of the Auction as provided in the Sale Procedures Order; (vi) considering the record of the Sale Hearing and all other pleadings and proceedings in this Chapter 11 case; (vii) having accepted into evidence without objections the un rebutted proffers of the testimony of Kenneth Bernstein on behalf of the Debtor (the "Bernstein Proffer") and Alexandra Clegg on behalf of MHF Las Olas VI LLC, a Delaware limited liability company, as assignee of MHF Properties VI, LLC (the "Purchaser"); (viii) having considered the Sale Motion, the relief requested therein, and the responses thereto, if any, and determining that such matters are core proceedings in accordance with 28 U.S.C. § 157(b); and (ix) after due deliberation and sufficient cause appearing therefore, hereby

**FINDS AND DETERMINES THAT:**

A. The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014.

B. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.



C. Proper, timely, adequate and sufficient notice of the Sale Motion, the Sale Procedures Order, the Auction and the Sale Hearing has been provided in accordance with sections 102(1) and 363(b) of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 9006, 9007, 9008 and 9014, the local rules of this Court and the Sale Procedures Order. No other or further notice of the Sale Motion, the Sale Procedures Order, the Auction, the Sale Hearing, or of the entry of this Order is necessary.

D. A reasonable opportunity to object or be heard regarding the relief requested in the Sale Motion has been afforded to all interested persons and entities, including, without limitation: (i) all entities who claim any interest in or lien upon the Property; (ii) all governmental taxing authorities who have, or as a result of the sale of the Property may have, claims, contingent or otherwise, against the Debtor; (iii) all parties who filed requests for notices under Bankruptcy Rule 9010(b) or were entitled to notice under Bankruptcy Rule 2002; (iv) all creditors of the Debtor; (v) all interested governmental and environmental entities and all utilities serving the Debtor; (vi) the Office of the United States Trustee; and (viii) all entities that heretofore expressed to the Debtor an interest in purchasing the Property. Any and all other parties interested in bidding on the Property were provided, upon request, sufficient information by the Debtor to make an informed judgment on whether to bid on the Property. The process employed by the Debtor and its professionals in connection with the marketing and sale of the Property was fair, adequate and reasonable in order to obtain the highest and best price possible for the Property.

E. Notice of the Sale Motion was duly and properly served on all required persons and entities in accordance with the Bid Procedures Order.





F. The Debtor has demonstrated a sufficient basis to sell the Property under section 363 of the Bankruptcy Code, and such actions are appropriate and reasonable exercises of the Debtor's business judgment and are in the best interests of the Debtor, the estate and its creditors.

G. Through the marketing and sale process employed by the Debtor, as more fully detailed in the Bernstein Proffer, the Debtor fully and fairly marketed the Property for sale and afforded all interested potential purchasers a full, fair and reasonable opportunity to make a higher and better offer to purchase the Property, including without limitation, by establishing a data room populated with substantial due diligence for potential purchasers to review, providing numerous tours of the Property to prospective purchasers and entertaining discussions and negotiations with several potential purchasers.

H. The purchase price of \$39,100,000 (the "Purchase Price") submitted by the Purchaser was the highest and best bid for the Property, and therefore the Purchaser was determined by the Debtor to be the Successful Bidder for the Property. The Court finds that such determination is fair and reasonable. The Purchase Price is fair, is in the best interest of the Debtor's estate and constitutes full and adequate consideration and reasonably equivalent value for the Property.

I. Without an expeditious sale of the Property free and clear of liens, claims, encumbrances and interests, there will be a substantial diminution in the value of the Debtor and its assets to the detriment of their creditors and other parties in interest.

J. The terms of the Asset Purchase Agreement (as assigned) executed by Purchaser, as attached to the Supplement as Exhibit "A," as amended by the First Amendment to Asset Purchase Agreement filed at ECF No. 122, and as amended by the Second Amendment to Asset



Purchase Agreement filed at ECF No. 135 (collectively, the "Purchase Agreement") are fair, reasonable and are approved.

K. The Purchaser is not an insider of the Debtor, as that term is defined in section 101(31) of the Bankruptcy Code and the decisions thereunder. The Purchaser is a purchaser in good faith, as that term is used in the Bankruptcy Code and the decisions appurtenant thereto, and is entitled to the protections of sections 363(m) and (n) of the Bankruptcy Code with respect to the Property and the purchase of the Property. Neither the Debtor nor the Purchaser has engaged in any conduct that would prevent the application of section 363(m) of the Bankruptcy Code or be cause for the application of section 363(n). Specifically, the Purchase Agreement has been negotiated by the Debtor and the Purchaser (and their respective affiliates, professionals and representatives) in good faith, at arm's length and without collusion or fraud. The terms and conditions of the Purchase Agreement are fair and reasonable, and the sale of the Property pursuant to its terms is in the best interest of the Debtor, the estate and its creditors. The Purchaser is deemed a "good faith purchaser" entitled to the full benefits and protections of section 363(m) of the Bankruptcy Code with respect to the sale of the Property. The Debtor and the Purchaser have not engaged in any conduct that would cause or permit the Purchase Agreement to be avoided, or costs or damages to be imposed, under section 363(n) of the Bankruptcy Code.

L. The Debtor has full corporate power and authority to execute the Purchase Agreements and all other documents contemplated thereby. No consents or approvals, other than as expressly provided for in the Purchase Agreement, are required by the Debtor to consummate such transactions.





M. The Debtor has advanced sound business reasons for seeking to enter into the Purchase Agreement and to sell the Property, as more fully set forth in the Sale Motion and as demonstrated at the Sale Hearing, and it is a reasonable exercise of the Debtor's business judgment to sell the Property and to execute and deliver the Purchase Agreement to the Purchaser.

N. The terms and conditions of the Purchase Agreement are fair and reasonable and the transactions contemplated by the Purchase Agreement are in the best interests of the Debtor's creditors and bankruptcy estate.

O. A valid business purpose exists for approval of the transactions contemplated by the Sale Motion pursuant to section 363(b) of the Bankruptcy Code. The transfer of the Property is a legal, valid and effective transfer of the Property notwithstanding any requirement for approval or consent by any person.

P. Except as expressly set forth in the Purchase Agreement, the Purchaser is not assuming any of the debts, liabilities or obligations of the Debtor. The Debtor and Purchaser do not have any common controlling shareholders or senior management. The Purchase Agreement is being entered into in good faith and not to hinder, delay or defraud any creditors of the Debtor. Neither the Debtor nor its estate shall in any way be liable or responsible for any liabilities, commitments or obligations in any way related to the Property or arising from and after the Closing Date (as defined in the Purchase Agreement). The Purchaser is not a mere continuation of the Debtor or the Debtor's estate. There is no continuity of enterprise between the Debtor and the Purchaser. The Purchaser is not a successor to the Debtor or the Debtor's estate and the transactions contemplated in the Purchase Agreement do not amount to, or otherwise constitute a consolidation, merger or de facto merger of the Purchaser and the Debtor or the Debtor's estate.



Q. In the absence of a stay pending appeal, the Purchaser will be acting in good faith pursuant to section 363(m) of the Bankruptcy Code in closing the transactions contemplated by the Purchase Agreement immediately upon the entry of this Order.

R. Based on the above, the Debtor is not in default under any of its obligations in the Purchase Agreement.

**NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:**

1. The relief requested in the Sale Motion is granted.
2. The Court has jurisdiction to hear and adjudicate the Sale Motion and to grant the relief requested therein pursuant to 28 U.S.C. §§157 (b)(1) and 1334(b). Venue of this case in this district is proper under 28 U.S.C. §§ 1408 and 1409.
3. This proceeding is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2)(A), (N) and (O).
4. The statutory predicates for the Sale Motion are sections 105, 363 and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004 and 6006.
5. The Purchase Agreement and the transactions contemplated thereby be, and hereby are, approved and the Debtor is hereby authorized, empowered and directed to enter into, and to perform its obligations under, the Purchase Agreement in accordance therewith or any amendment entered into in accordance with this Order and to execute and perform such agreements or documents and take such other actions as are necessary or desirable to effectuate the terms of the Purchase Agreement.
6. All objections, responses, and requests for continuance concerning the Sale Motion are resolved in accordance with the terms of this Order, the Sale Procedures Order and as set





forth in the record of the Sale Hearing. To the extent any such objections, responses or requests for continuance were not otherwise withdrawn, waived, or settled, they, and all reservations and rights contained therein, are overruled and denied.

7. The Debtor shall be, and hereby is, authorized, empowered and directed, pursuant to sections 105 and 363(b) of the Bankruptcy Code, to sell the Property to the Purchaser upon delivery by the Purchaser of the consideration in accordance with the Purchase Agreement and completing all other deliveries required under the Purchase Agreement. Except as otherwise set forth in the Purchase Agreement, pursuant to section 363(f)(2), (4) and (5) of the Bankruptcy Code, the sale of the Property to the Purchaser shall be free and clear of any and all liens, claims, encumbrances, lis pendens, rights of possession, contracts, covenants, options or other rights to acquire any interest in the Property, interests and other liabilities, whether secured or unsecured, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, contingent or non contingent, liquidated or unliquidated, matured or unmatured, disputed or undisputed, or known or unknown, whether arising prior to or subsequent to the Petition Date, whether imposed by agreement, understanding, law, equity or otherwise, including without limitation, any right of setoff, recoupment, netting or deduction, including but not limited to those items set forth on Exhibit "A" (collectively, the "Liens and Encumbrances"). All such Liens and Encumbrances on and in respect of the Property shall attach to the proceeds of the sale pending further order of this Court in and to the same extent, validity and priority as respectively existed in the Property as of the Petition Date. For avoidance of doubt, the Liens and Encumbrances shall not be deemed to include any recorded parking easements between the Debtor or any of its predecessors and Hall of Fame Associates, including that certain Agreement Re Grant of Easement dated December 2, 1988 recorded in Official Records Book 16011, Page



512 as amended by that First Amendment to Agreement Re Grant of Easement recorded in Official Records Book 16618, Page 284, a Modification of Attendant Off-Street Parking Agreement dated January 28, 1993, and recorded in Official Records Book 20563, Page 0469, and the Amended Parking Use Agreement, recorded in Official Records Book 40438, Page 842, all in the public records of Broward County, Florida (collectively, the "Parking Rights"), which Parking Rights shall not be impaired by the sale of the Property, provided however, that the Property is transferred to Purchaser free and clear of any monetary obligation of the Debtor or the Debtor's estate that became due under the Parking Rights or related agreement prior to the Closing.

8. Subject to and pending further order of this Court upon motion and a hearing, the Debtor shall not disburse the proceeds received from the sale of the Property, provided that the Debtor shall be authorized to pay any normal and customary closing costs that are the obligation of the Debtor under the Purchase Agreement from such proceeds. The rights of all creditors and parties in interest in and to the proceeds from the sale of the Property are hereby reserved and preserved pending further order of the Court.

9. This Order shall be binding upon and govern the acts of all persons or entities, including without limitation, all filing agents, recording agencies, secretaries of state and all other persons and entities who may be required by operation of law to accept, file, register or otherwise record or release any documents or instruments.

10. Subject to the delivery of the consideration in accordance with the Purchase Agreement and completing all other deliveries required under the Purchase Agreement, effective as of the Closing (as defined in the Purchase Agreement), the sale of the Property by the Debtor to the Purchaser shall constitute a legal, valid and effective transfer of the Property





notwithstanding any requirement for approval or consent by any person and shall vest Purchaser with all right, title and interest in and to the Property free and clear of all Liens and Encumbrances pursuant to section 363(f) (2), (4) and (5) of the Bankruptcy Code.

11. The sale of the Property to Purchaser under the Purchase Agreement will constitute a transfer for reasonably equivalent value and fair consideration under the Bankruptcy Code and all applicable law.

12. The Purchaser is a good faith purchaser of the Property, and is hereby granted and entitled to all of the protections provided to such a good faith purchaser under section 363 of the Bankruptcy Code, and shall be entitled to such protection even before this Order becomes final and non-appealable. Pursuant to section 363(m) of the Bankruptcy Code, if any or all of the provisions of this Order are hereafter reversed, modified, or vacated by a subsequent order of this Court or any other court, such reversal, modification, or vacatur shall not affect the validity and enforceability of the Sale or any sale, transfer or assignment under the Purchase Agreement or obligation or right granted pursuant to the terms of this Order (unless stayed pending appeal prior to the Closing), and notwithstanding any reversal, modification or vacatur, any sale, transfer or assignment shall be governed in all respects by the original provisions of this Order or the Purchase Agreement, as the case may be.

13. This Order and the Purchase Agreement shall be binding upon, and shall inure to the benefit of, the Debtor, the Purchaser, and their respective successors and assigns, including without limitation, any successor Chapter 7 or Chapter 11 trustee.

14. This Court shall retain jurisdiction to enforce the provisions of this Order and the Purchase Agreement and to resolve any dispute concerning this Order, the Purchase Agreement, or the rights and duties of the parties hereunder or thereunder or any issues relating to the



Purchase Agreement and this Order, including, but not limited to, the interpretation of the terms, conditions and provisions hereof and thereof, the status, nature and extent of the Property and all issues and disputes arising in connection with the relief authorized herein.

15. The provisions of this Order are nonseverable and mutually dependent.

16. Notwithstanding the provisions of Bankruptcy Rules 6004(h) and 6006(d), this Order shall be effective and enforceable immediately upon entry and its provisions shall be self-executing; provided, however, the Purchaser shall have no obligation to proceed with the Closing until all conditions precedent to its obligations to do so have been met, satisfied or waived in accordance with the terms of the Purchase Agreement. The Purchaser will be acting in good faith in consummating the Sale at any time following entry of this Order, and cause has been shown as to why this Order should not be to the stay provided by Bankruptcy Rules 6004(h) and 6006(d).

17. The sale approved by this Order is not subject to avoidance pursuant to Section 363(n) of the Bankruptcy Code.

18. Pursuant to sections 105 and 363 of the Bankruptcy Code, any and all creditors of the Debtor shall be forever barred, estopped and enjoined from taking any action of any kind against the Purchaser or the Property on account of any claim against the Debtor or the Property.

19. To the extent any provisions of this Order conflict with the terms and conditions of the Purchase Agreement, this Order shall govern and control.

###





Submitted by:

Genovese Joblove & Battista, P.A.  
Counsel for Debtor-in-Possession  
100 SE 2nd Street, Suite 4400  
Miami, Florida 33131  
Telephone: 305-349-2300  
gmoses@gjb-law.com

Copy to: Glenn D. Moses, Esq.

[Attorney Moses is directed to serve a conformed copy of this order on all interested parties]



EXHIBIT "A"

1. General or special assessments for the year 2017.
2. Lis Pendens recorded in Official Instrument No. 114854707 in that certain Case of The Bancorp Bank (Plaintiff) vs. 550 Seabreeze Development LLC (Defendant) and being Case No. 0:18-cv-60171-RNS; and recorded February 27, 2018 in Official Instrument No. 114914551; in the United States District Court for the Southern District of Florida.
3. Mortgage from 550 Seabreeze Development, LLC to The Bancorp Bank dated November 1, 2013, recorded November 7, 2013 and recorded in Official Records Book 50318, Page 88; and as assigned to Ocean Hotel Lender, LLC, a Delaware limited liability company, by that Assignment of Mortgage and Other Loan Documents, recorded July 2, 2018 in Official Instrument No. 115175353; together with the following supporting loan documents: (a) Assignment of Rents and Leases, recorded in Official Records Book 50318, Page 113; (b) Collateral Assignment of Agreements Affecting Real Estate, recorded in Official Records Book 50318, Page 137; (c) UCC-1 Financing Statement, recorded in Official Records Book 50318, Page 159; and as assigned by that UCC-3 Financing Statement, recorded in Official Instrument No. 115175355; and (d) all other security agreements or interest related thereto.
4. Claim of Lien recorded January 22, 2018 in Official Instrument No. 114841513, of the Public Records of Broward County, Florida
5. Claim of Lien recorded January 22, 2018 in Official Instrument No. 114842583; and amended by that Amended Claim of Lien recorded February 1, 2018 in Official Instrument No. 114866623; both of the Public Records of Broward County, Florida
6. Claim of Lien recorded January 22, 2018 in Official Instrument No. 114843000, of the Public Records of Broward County, Florida
7. Claim of Lien recorded January 24, 2018 in Official Instrument No. 114847488, of the Public Records of Broward County, Florida
8. Claim of Lien recorded January 25, 2018 in Official Instrument No. 114850892, of the Public Records of Broward County, Florida
9. Claim of Lien recorded January 26, 2018 in Official Instrument No. 114854237, of the Public Records of Broward County, Florida
10. Claim of Lien recorded January 29, 2018 in Official Instrument No. 114856445, of the Public Records of Broward County, Florida
11. Claim of Lien recorded January 30, 2018 in Official Instrument No. 114860066, of the Public Records of Broward County, Florida
12. Claim of Lien recorded February 1, 2018 in Official Instrument No. 114866537, of the Public Records of Broward County, Florida
13. Claim of Lien recorded February 1, 2018 in Official Instrument No. 114866695, of the Public Records of Broward County, Florida





14. Claim of Lien recorded February 5, 2018 in Official Instrument No. 114871808, of the Public Records of Broward County, Florida
15. Claim of Lien recorded February 6, 2018 in Official Instrument No. 114874672, of the Public Records of Broward County, Florida
16. Claim of Lien recorded February 9, 2018 in Official Instrument No. 114882687, of the Public Records of Broward County, Florida
17. Claim of Lien recorded February 14, 2018 in Official Instrument No. 114891267, of the Public Records of Broward County, Florida
18. Claim of Lien recorded February 16, 2018 in Official Instrument No. 114896462, of the Public Records of Broward County, Florida
19. Claim of Lien recorded February 20, 2018 in Official Instrument No. 114900116, of the Public Records of Broward County, Florida
20. Claim of Lien recorded February 21, 2018 in Official Instrument No. 114903378, of the Public Records of Broward County, Florida
21. Claim of Lien recorded February 23, 2018 in Official Instrument No. 114906928, of the Public Records of Broward County, Florida
22. Claim of Lien recorded March 1, 2018 in Official Instrument No. 114922315, of the Public Records of Broward County, Florida
23. Claim of Lien recorded March 5, 2018 in Official Instrument No. 114927638, of the Public Records of Broward County, Florida
24. Claim of Lien recorded March 7, 2018 in Official Instrument No. 114933171, of the Public Records of Broward County, Florida
25. Claim of Lien recorded March 7, 2018 in Official Instrument No. 114933688, of the Public Records of Broward County, Florida
26. Claim of Lien recorded March 8, 2018 in Official Instrument No. 114937209, of the Public Records of Broward County, Florida
27. Claim of Lien recorded March 12, 2018 in Official Instrument No. 114942496, of the Public Records of Broward County, Florida
28. Claim of Lien recorded March 16, 2018 in Official Instrument No. 114952753, of the Public Records of Broward County, Florida
29. Claim of Lien recorded March 19, 2018 in Official Instrument No. 114956200, of the Public Records of Broward County, Florida.



30. Claim of Lien recorded March 28, 2018 in Official Instrument No. 114976110, of the Public Records of Broward County, Florida.
31. Claim of Lien recorded March 28, 2018 in Official Instrument No. 114976571, of the Public Records of Broward County, Florida.
32. Claim of Lien recorded March 30, 2018 in Official Instrument No. 114981875, of the Public Records of Broward County, Florida.
33. Claim of Lien recorded April 2, 2018 in Official Instrument No. 114984184, of the Public Records of Broward County, Florida.
34. Claim of Lien recorded April 3, 2018 in Official Instrument No. 114988820, of the Public Records of Broward County, Florida.
35. Claim of Lien recorded April 5, 2018 in Official Instrument No. 114992552, of the Public Records of Broward County, Florida.
36. Claim of Lien recorded April 5, 2018 in Official Instrument No. 114993619, of the Public Records of Broward County, Florida.
37. Claim of Lien recorded April 25, 2018 in Official Instrument No. 115033258, of the Public Records of Broward County, Florida.
38. Claim of Lien recorded May 2, 2018 in Official Instrument No. 115050669, of the Public Records of Broward County, Florida.
39. Claim of Lien recorded June 21, 2018 in Official Instrument No. 115152949, of the Public Records of Broward County, Florida.







### Code of Ordinances Narratives

- Food and/or beverages to be served, sold or delivered
  - Food and beverage strictly will be served only to the guests in the concessioner provided beach chairs directly across from the resort. Full service food and beverage experience; taking orders, preparing items and deliver them to the guest.
- Policy to ensure that hotel guests and other customers consuming alcoholic beverages and all employees serving or otherwise handling alcoholic beverages are 21 years of age or older
  - Disclosure on menu stating 21+.
  - All service staff are certified in Food Safety and Tips Training certified by the Florida DPBR. This is to ensure proper service of food and beverage including alcohol.
- Policy to ensure service providers wear uniforms and name tags that identify the upland hotel as the employer, as more specifically set forth in the license application
  - All service staff to be in proper uniform to include a Polo shirt with Hotel Maren logo and name tag identifying staff member name and place of work.
- Describe the Mobile Point-of Sale (POS) system that will be used and is compatible with other credit card processing software and necessary electronic equipment to facilitate and manage the food and beverage sales transactions to customers sitting in a city-approved beach concessionaire chair
  - Server will accept credit cards and room charges as methods of payment through the resort existing POS system.
- Statement of Commitment to the exclusive use of recyclable or reusable food and beverage containers, cutlery, and condiment packaging, that all clearly identify the upland hotel as the service provider.
- Applicant's Hours of Operation on the public beach shall be limited to seven (7) days per week, between the hours of 10:00 a.m. through 6:00 p.m. for the months of October, November, December, January, February, March, April and May, and between the hours of 10:00 a.m. through 7:00 p.m. for the months of June, July, August, and September. Any change or deviation to these operating hours requires prior City Commission approval. Service to mirror hours of operation of the beach chairs in front of the Resort with overall service hours not to exceed 10am – 6pm.

Stuart Levy

*Stuart Levy*

General Manager

Hotel Maren Ft. Lauderdale Beach,

Curio Collection by Hilton.



## Code of Ordinances Narratives

- Statement of Compliance with all applicable federal, state and local laws
  - In accordance with the Beach Food and Alcoholic Beverages Application, I hereby certify that the Hotel Maren Ft. Lauderdale Beach, Curio Collection by Hilton complies with all applicable federal, state and local laws.

Stuart Levy

A handwritten signature in black ink, appearing to read "Stuart Levy".

General Manager  
Hotel Maren Ft. Lauderdale Beach,  
Curio Collection by Hilton  
12/15/22





**2023 Florida Annual Resale Certificate for Sales Tax**

DR-13  
R. 10/22

**This Certificate Expires on December 31, 2023**

Business Name and Location Address

Certificate Number

MHF LAS OLAS OPERATING VI LLC  
HOTEL MAREN FORT LAUDERDALE BEACH  
525 S FORT LAUDERDALE BLVD  
FORT LAUDERDALE, FL 33316-0000

16-8017972145-9

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

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

Your *Florida Annual Resale Certificate for Sales Tax* (Annual Resale Certificate) allows you or your representatives to buy or rent property or services tax exempt when the property or service is resold or re-rented. You **may not** use your Annual Resale Certificate to make tax-exempt purchases or rentals of property or services that will be used by your business or for personal purposes. Florida law provides for criminal and civil penalties for fraudulent use of an Annual Resale Certificate.

**As a seller**, you must document each tax-exempt sale for resale using one of three methods. You can use a different method each time you make a tax-exempt sale for resale.

1. Obtain a copy (paper or electronic) of your customer's current Annual Resale Certificate.
2. For each sale, obtain a transaction authorization number using your customer's Annual Resale Certificate number.
3. Each calendar year, obtain annual vendor authorization numbers for your regular customers using their Annual Resale Certificate numbers.

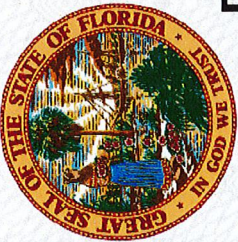
**Online:** Visit [floridarevenue.com/taxes/certificates](http://floridarevenue.com/taxes/certificates)

**Phone:** 877-357-3725 and enter your customer's Annual Resale Certificate number

**Mobile App:** Available for iPhone, iPad, and Android devices



Ron DeSantis, Governor



Melanie S. Griffin, Secretary



STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

DIVISION OF HOTELS AND RESTAURANTS

THE HOTEL (2001) HEREIN IS LICENSED UNDER THE  
PROVISIONS OF CHAPTER 509, FLORIDA STATUTES  
NBR. OF UNITS: 141

MHF LAS OLAS OPERATING VI LLC

HOTEL MAREN FORT LAUDERDALE BEACH  
525 S FT LAUDERDALE BEACH BLVD  
FORT LAUDERDALE FL 33316

LICENSE NUMBER: HOT1620920

EXPIRATION DATE: DECEMBER 1, 2023

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**DIV OF ALCOHOLIC BEVERAGES & TOBACCO  
2601 BLAIR STONE ROAD  
TALLAHASSEE FL 32399-0783**

850.487.1395

**MHF LAS OLAS OPERATING VI LLC  
HOTEL MAREN FORT LAUDERDALE BEACH  
610 SMITHFIELD STREET  
SUITE 300  
C/O FLAHERTY & O'HARA, P.C.  
PITTSBURGH PA 15222**

**Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.**

**Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto [www.myfloridialicense.com](http://www.myfloridialicense.com). There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.**

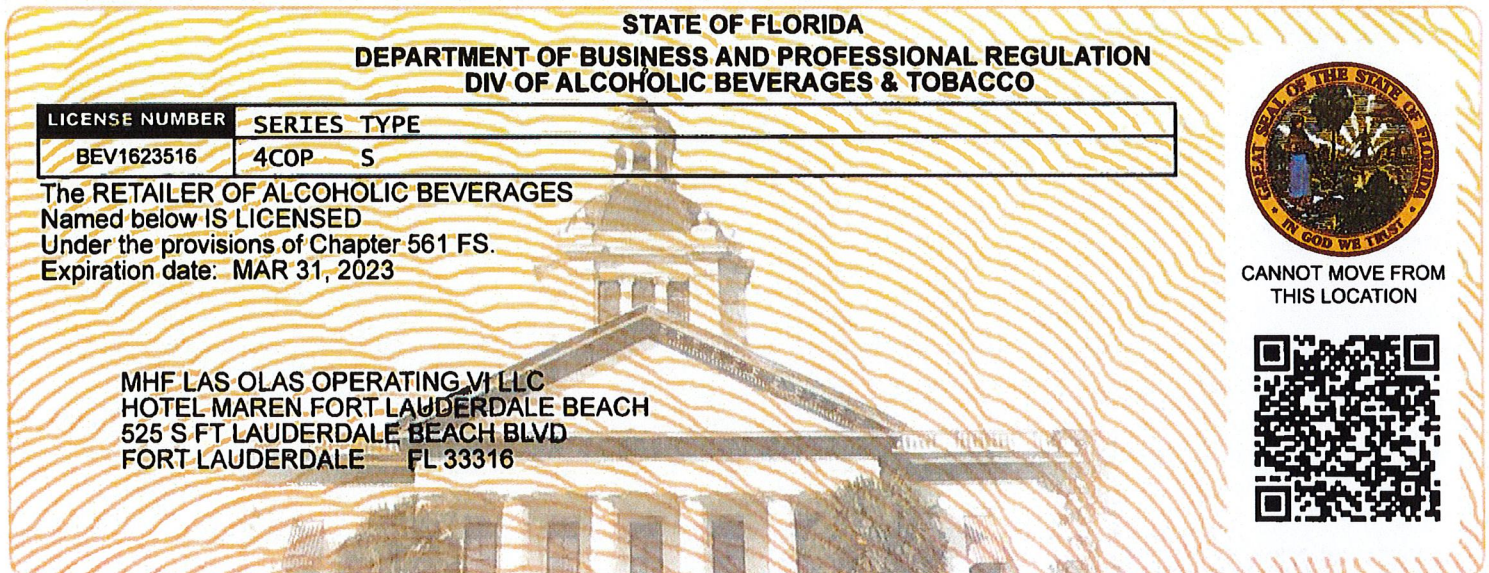
**Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!**



DETACH HERE

RON DESANTIS, GOVERNOR

MELANIE S. GRIFFIN, SECRETARY



ISSUED: 03/24/2022

DISPLAY AS REQUIRED BY LAW

SEQ # L2203240000401

Exhibit 1

Page 29 of 38





**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

2601 BLAIR STONE ROAD  
TALLAHASSEE FL 32399-1011

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto [www.myfloridalicense.com](http://www.myfloridalicense.com). There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

**Florida dbpr** STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

HOT1620920 ISSUED: 12/27/2022  
HOTEL (2001)  
MHF LAS OLAS OPERATING VI LLC  
HOTEL MAREN FORT LAUDERDALE BEACH

\_\_\_\_\_  
Signature  
LICENSED UNDER CHAPTER 509, FLORIDA STATUTES  
EXPIRATION DATE: DECEMBER 1, 2023

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
DIVISION OF HOTELS AND RESTAURANTS**

**LICENSE NUMBER: HOT1620920**

**EXPIRATION DATE: DECEMBER 1, 2023**

THE HOTEL (2001) HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 509, FLORIDA STATUTES

MHF LAS OLAS OPERATING VI LLC  
HOTEL MAREN FORT LAUDERDALE BEACH  
525 S FT LAUDERDALE BEACH BLVD  
FORT LAUDERDALE FL 33316



ISSUED: 12/27/2022

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





### Emergency Removal of Equipment from Premises

Boucher Brothers realizes the critical significance of having a comprehensive, manageable evacuation plan. Whether it be because of unsafe weather conditions, large scale special events or any other situation that may arise, Boucher Brothers will be able to quickly, safely remove and store all equipment in a secure location off the beach.

### **Hurricane/Storm Procedures**

Evacuations or removals occur in varying degrees and not all are hurricane or tropical storm related.

All require anticipation and preparation, with the following goals in no particular order:

1. Not interfere with City's ongoing activities/plans.
2. Cause as little inconvenience to beachgoers as possible.
3. Remove and store equipment in a manner that allows the fastest restoration of beach concession operations.
4. Coordinate with Beach Safety and especially Beach Maintenance for scheduling.
5. Understanding of restrictions in place during Turtle Season and procedures to be followed for special permission or waivers.
6. Forecasts of sustained high wind events may require a pre-emptive movement of equipment. The type and amount of equipment to be relocated or removed and stored will be determined by a number of factors.
  - Force of wind
  - Direction of wind
  - Duration of Event
  - Tide levels
  - Time of year

Boucher Brothers has storage space and owns an indoor warehouse. There is adequate capacity to store all rental equipment in our warehouse.

Boucher Brothers has done various levels of evacuation dating back to Hurricane Andrew in 1992 through super storm Sandy. We know what works and what does not as a result of 33 years of firsthand experience on Florida's beaches. We are able to remove and store all rental equipment from the beachfront within (1) one hour of notification by appropriate City authorities and within twenty four (24 ) hours of issuance of a Hurricane Warning by the Broward County Office of Emergency Management. Should any vehicle larger than an ATV be required to move equipment on or off the beach, Boucher Brothers we request the proper approval from the City and make sure that Ocean Rescue staff escorts us on and off the beach.



## Hurricane Preparation/Evacuation Plan

Aside from moving the chairs, umbrellas and cabanas off the beach we will also move all the on-beach storage facilities. Moving of all equipment and storage facilities will typically start to take place within 15 minutes after the evacuation is put in to effect. This process will take from 3 to 4 hours. The storage units will be moved to one of Boucher Brothers Management's off-beach storage locations.

Additionally, Boucher Brothers owns service pickup trucks and flatbed trailers which will aid in the transporting of equipment off the beach in case of a hurricane watch. These trailers will be used to move the lounge chairs, beach umbrellas, cabanas and storage units from the beach to the storage area.

### Situational Awareness

- Boucher Brothers has a trained Evacuation Team. There is 1 team member responsible for charting any disturbances on the Atlantic Ocean during Hurricane Season. This is the same person responsible for tracking and reporting all inclement weather for water sports and beach rental purposes year-round.
- One team member is stationed in the main office and the other four are stationed out in the field. It is this team member who will report to the Executive Team and Ownership of the company (One of the Boucher Brothers) whenever a hurricane watch is in effect for the Mid-Atlantic.
- Once the president of the company has been advised that a hurricane watch has been issued for the Broward County, FL area by the National Hurricane Center, it is he/she who will communicate with the city and act upon their decision to implement the Evacuation Plan.
- In order to be fully informed of any developments relating to the hurricane, there is an Evacuation Team member who is responsible for monitoring any information, recommendations or updates released by Broward County Office of Emergency Management and the Emergency Operations Center. This team member is also responsible for monitoring the EOC's Evacuation Zone Map.

### Action Plan

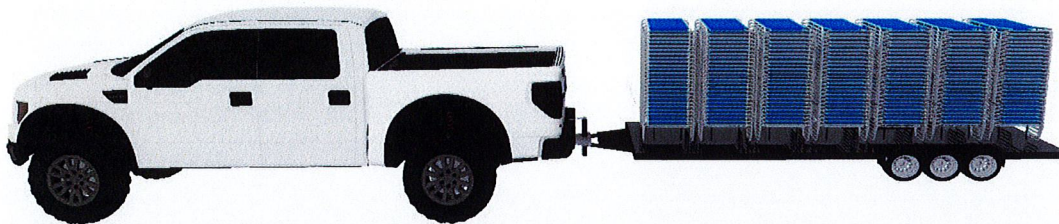
- Within minutes after our Evacuation Plan is called into effect, the Area Director is contacted. The Area Director then contacts the manager with the decision to evacuate. The Area Director then contacts all Boucher Brothers Staff under their supervision and informs them that the Evacuation Plan is in effect.
- Within minutes after receiving word that we are evacuating, the Attendants immediately close down all concessions where beach rentals and sales operations take place.
- Boucher Brothers Staff is not only responsible for assisting in the moving of all beach equipment during a hurricane watch evacuation, but also of informing all beach patrons of the situation. Once all sales/rental operations are shut down, Boucher Brothers staff and Evacuation Team members will advise the people on the





beach that, for their safety, they should leave and evacuate the beach area. This will typically start to take place within 15 minutes after Evacuation Plan is implemented and will continue throughout the entire evacuation process.

- During the evacuation process, Boucher Brothers staff will be supervised and provided with guidance by their Area Director to complete the removal process.







## Hurricane Checklist

### Pre-Storm

- A week prior to potential storm Directors will meet to discuss Hurricane Prep.
- Verify that the Driver's Licenses of all members operating vehicles during storm are in good standing.
- Contact City and County Personnel (City) to understand respective expectations.
- Managers must submit paperwork to the office prior to the storm.
- Time cards must be checked pre and post storm prior to being turned in.
- Create Director Lead Task Teams.
- Establish 1 person as the point of contact to answer any questions the City may have.
- Count and inspect all inventory (Chairs, cushions, beds, bed cushions, lotions, etc.)
- Find an alternative option, other than cables, to secure all chairs.
- All white storage boxes will be labeled with inventory count and location name (Painters Tape)
- All chairs to be neatly stacked by the dunes the night before evacuation.





- **All staff to be on call.** (Includes but not limited to Cashiers, Beach Attendants, Hourly & Salary Employees, etc.)
- Remove all tarps from the beach (Should not be utilized if wind exceeds 30 MPH)

#### Post-Storm

- Contact the City and request approval to deploy equipment.
- Provide City with tentative schedule for commencement of normal operations.
- Follow the Priority List when returning equipment.
- Count and inspect all inventory (Chairs, cushions, beds, bed cushions, lotions, etc.)
- Submit work orders to Maintenance for beach storage box needing paint touch ups and repairs.

### Hurricane Safety Tips

#### BEFORE A HURRICANE:

- Have a disaster plan.
- Have a pet plan. Before a storm threatens, contact your veterinarian or local humane society for information on preparing your pets for an emergency.
- Board up windows.
- Bring in outdoor objects that could blow away.
- Make sure you know which county or parish you live in.
- Know where all the evacuation routes are.



- Prepare a disaster supplies kit for your home and car. Have enough food and water for at least 3 days. Include a first aid kit, canned food and a can opener, bottled water, battery-operated radio, flashlight, protective clothing and written instructions on how to turn off electricity, gas, and water.
- Have a NOAA weather radio handy with plenty of batteries, so you can listen to storm advisories.
- Have some cash handy. Following a hurricane, banks and ATMs may be temporarily closed.
- Make sure your car is filled with gasoline.

#### DURING A HURRICANE:

- Stay away from low-lying and flood prone areas.
- Always stay indoors during a hurricane, because strong winds will blow things around.
- Leave mobile homes and to go to a shelter.
- If your home isn't on higher ground, go to a shelter.
- If emergency managers say to evacuate, then do so immediately.

#### AFTER A HURRICANE:

- Stay indoors until it is safe to come out.
- Check for injured or trapped people, without putting yourself in danger.
- Watch out for flooding which can happen after a hurricane.
- Do not attempt to drive in flooding water.
- Stay away from standing water. It may be electrically charged from underground or downed power lines.
- Don't drink tap water until officials say it's safe to do so.



### Plan For The Continuous Cleanup

- All food and beverage items will be presented in Melamine reusable containers to minimize the amount of refuse created along with fully compostable and biodegradable containers with compostable lids and straws.
- Beach Runner will bring all items to the guest and will collect finished containers to be brought back to the hotel to be washed.
- Beach Runner will be responsible for doing 15min area checks of all beach areas for any trash and will collect for disposal. All used items will be collected and brought back to the resort to be properly disposed in recycling and composting bins.

## Hotel Maren Traffic Control Plan

- Service Staff will only cross in front of our Hotel where our guests cross to go to the Beach. There is a Beach entrance directly across from our main entrance on A1A.
- F&B offerings will be served from Riviera by Fabio which is our main outlet overlooking the Beach on the ground floor.
- Most offerings will be housed at the Tiki Hut so there will be limited employee crossing.
- All employees will be trained to cross with other guests to keep the traffic flowing.