

VIA Electronic Mail
and Registered Mail

October _____, 2025

One Stop FTL, LLC
c/o Jeff John, CEO
Damn Good Hospitality
(jeff@damngoodhospitality.com)
100 Southwest Third Avenue
Fort Lauderdale, Florida 33312

c/o Stephanie J. Toothaker, Esquire
Toothaker.org
(stephanie@toothaker.org)
501 Southwest 2nd Avenue, Suite A
Fort Lauderdale, Florida 33301

Benjamin Bean, Esquire
Panza Maurer
2400 East Commercial Boulevard
Suite 905
Fort Lauderdale, Florida 33308

Re: Notice of Termination of the Comprehensive Agreement dated November 1, 2022, by and between City of Fort Lauderdale, Florida ("City") and One Stop FTL, LLC ("Developer") for the Property as described in the Agreement and Rejection of Developer's Counteroffer.

Dear Messrs. John and Bean and Ms. Toothaker:

I am writing to formally notify you, on behalf of the City, of the termination of the Comprehensive Agreement dated November 1, 2022, by and between the City and the Developer (the "Agreement") due to the Developer's failure to cure a previously noticed default.

On May 9, 2025, the Developer was provided notice of default concerning Section 4.1 of the Agreement, which requires evidence of the Developer's ability to fully finance the Qualified Project. Additionally, defaults were noted under Sections 3.3.1 and 13.16 for the Developer's failure to secure a Building Permit for the Qualified Project within a reasonable period of time (collectively referred to as the "Default").

One Stop FTL, LLC
c/o Jeff John, CEO
Damn Good Hospitality

October ____, 2025

Stephanie J. Toothaker, Esquire

Benjamin Bean, Esquire
Panza Maurer

Pursuant to Section 10.1 of the Agreement, the Developer was initially granted thirty (30) days to cure these defaults and an extension from the date of notice receipt. The City initially, in a letter dated August 27, 2025, provided the Developer with a notice of partial cure and an offer to waive Developer's failure to cure a previously noticed default including failure to timely submit documentation demonstrating Developer's ability to fully finance the Qualified Project. On September 9, 2025, through its legal counsel Benjamin Bean, Esq., Developer proposed a counteroffer whereby the Developer proposed to provide a firm DRC timeline and to deliver \$250,000.00 to the City within ten (10) business days of the City's formal acknowledgement that One Stop is in compliance with the Comprehensive Agreement, which served as a rejection of the City's offer of waiver. The City rejects the counteroffer and finds that the Developer has not remedied the defaults.

In light of these circumstances, pursuant to Section 13.20 of the Agreement, the City Commission hereby notifies you of the City's rejection of the Developer's counteroffer and the City's termination of the Agreement effective immediately.

Sincerely,

Dean J. Trantalis
Mayor

cc: D'Wayne M. Spence
Interim City Attorney