

FF&E PRESENTATION

April 15,2015

Heather Pope, Redevelopment Director  
Columbus Redevelopment Commission 123 Washington Street  
Columbus, Indiana 47201

RE: 310 4th Street Lease Proposal

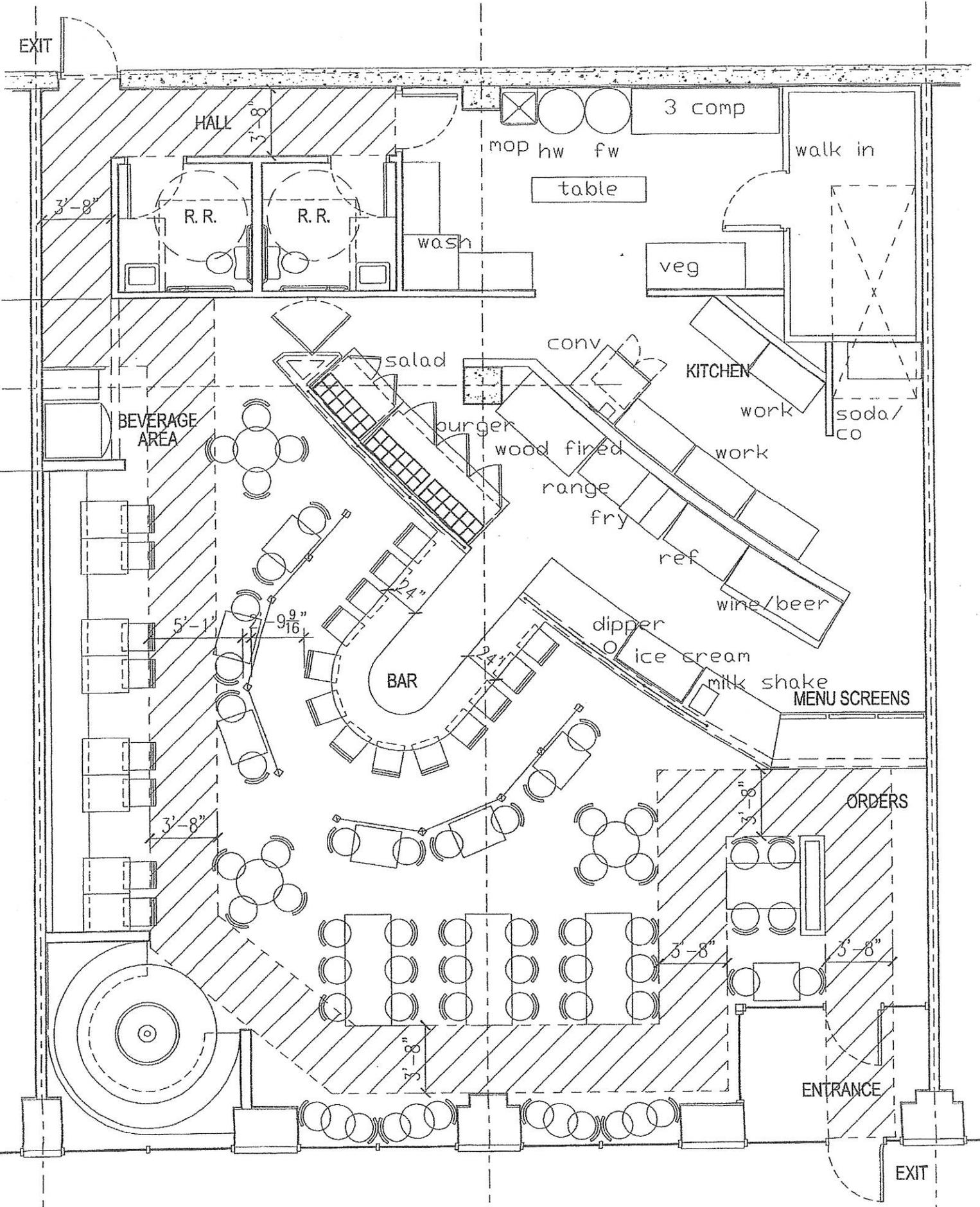
Heather,

We would like to thank you for giving us the opportunity to present and secure the space for restaurant concept at 310 4th Street. We plan to extensively remodel the space to create an open kitchen concept with the center points being the wood fire oven for the the pizza and the Grillworks Inferno for our delicious burgers. We feel our modern / contemporary design and dining experience will become a great fit into the Entertainment / Arts District concept that Columbus envisions for this corridor. The open concept kitchen will allow the residence of Columbus to have a place to spend time with family and friends while engaging in the dining experience that compliments the direction the City wants to see along this corridor.

Mr. Singh and Mr Najem are excited about having the opportunity to expand their service to the City with providing a dining experience within an area that has taken great leaps with the implementation of the Redevelopment plan the City of Columbus has laid out. Mr Singh looks forward to expanding his 9 year business service to the City of Columbus.

Respectfully,

Jasvir "Jack" Singh





GRAND PARK SPORTS COMPLEX

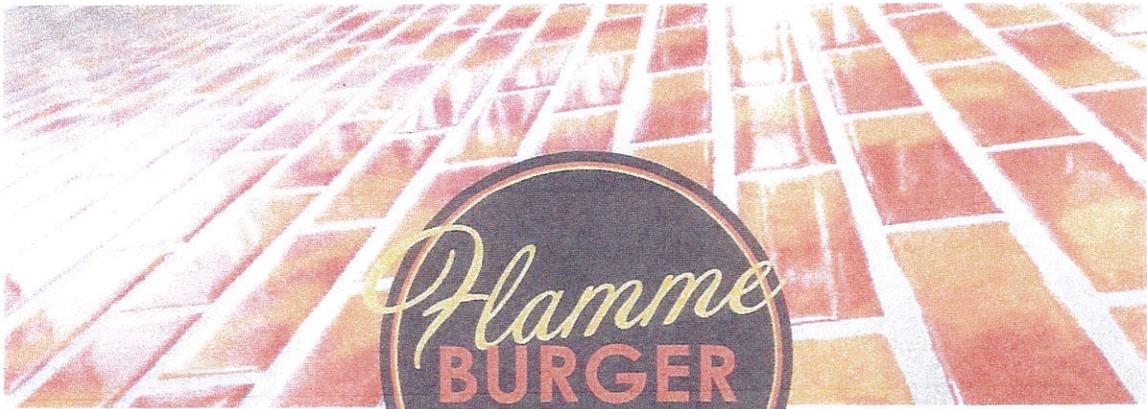
DUEL CONCEPT

FLAMME BURGER/FLAMME PIZZA



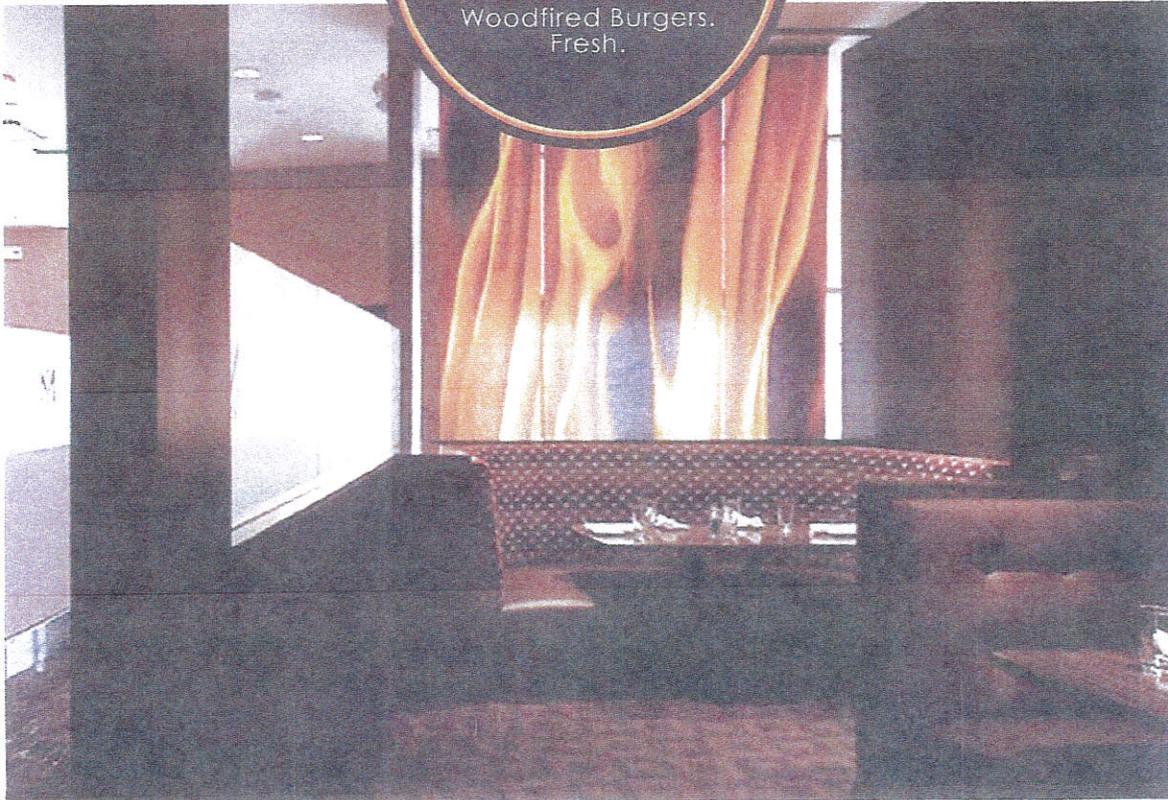
*Flamme*  
**BURGER**

Woodfired Burgers.  
Fresh.



*Flamme*  
**BURGER**

Woodfired Burgers.  
Fresh.



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Indianapolis, IN 46220 USA  
317.727.5222 Pkx  
www.dpsstrategies.com

Don Daugherty  
Designer



DAUGHERTY TEAGARDEN + PARTNERS



**F**lamme **B**urger – A polished fast casual concept serving signature burgers in an

upscale casual atmosphere.

You'll feel the energy the minute you walk into the restaurant. From its 20-foot-long Beer and Wine Bar serving local micro-brews and wine to the brightly colored decor to the suspended high-definition TVs, the atmosphere is as exciting as the menu itself.

From traditional to unique burger preparations, the menu items at Flamme Burger use the freshest, quality ingredients such as California Avocado, Arugula, smoked roma tomatoes and house made Giardiniera peppers. The Beef patties are made with Certified Angus Beef and cooked over a Wood fire grill creating a more powerful flavor. The ultimate burger would not be complete without fries, which are hand-cut and extra crispy or Beer Battered Onion Rings. In addition to juicy burgers, Flamme Burger also offers Ahi Tuna Burger, Vegetarian Burger and freshly created Salads

Get your ultimate sweet fix with the restaurant's hand dipped shakes, a combination of a thick milkshake and fresh fruits.



## FLAMME PIZZA

Made right in front of you, in just a few minutes, for the best pizza.  
Our handcrafted, delicious pizza made with only the best ingredients- Locally sourced Roma tomatoes for the sauce, produce and natural meats.  
Flamme Pizza is a place for quick, fresh, fantastic tasting Neapolitan Pizza in our Woodstone 1000 degree oven.

Interior Feel



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Designer



# GRILLWORKS®

Argentine Inspired. American Made.™

Name

Categories

Grillworks

Grillworks

Format Pr

Professor

Grills - As

Andrecht

Grills

Resident

Wood Gri

Built-in

Accessori

Grillworks

Shopping C

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Home

Products

1 Product

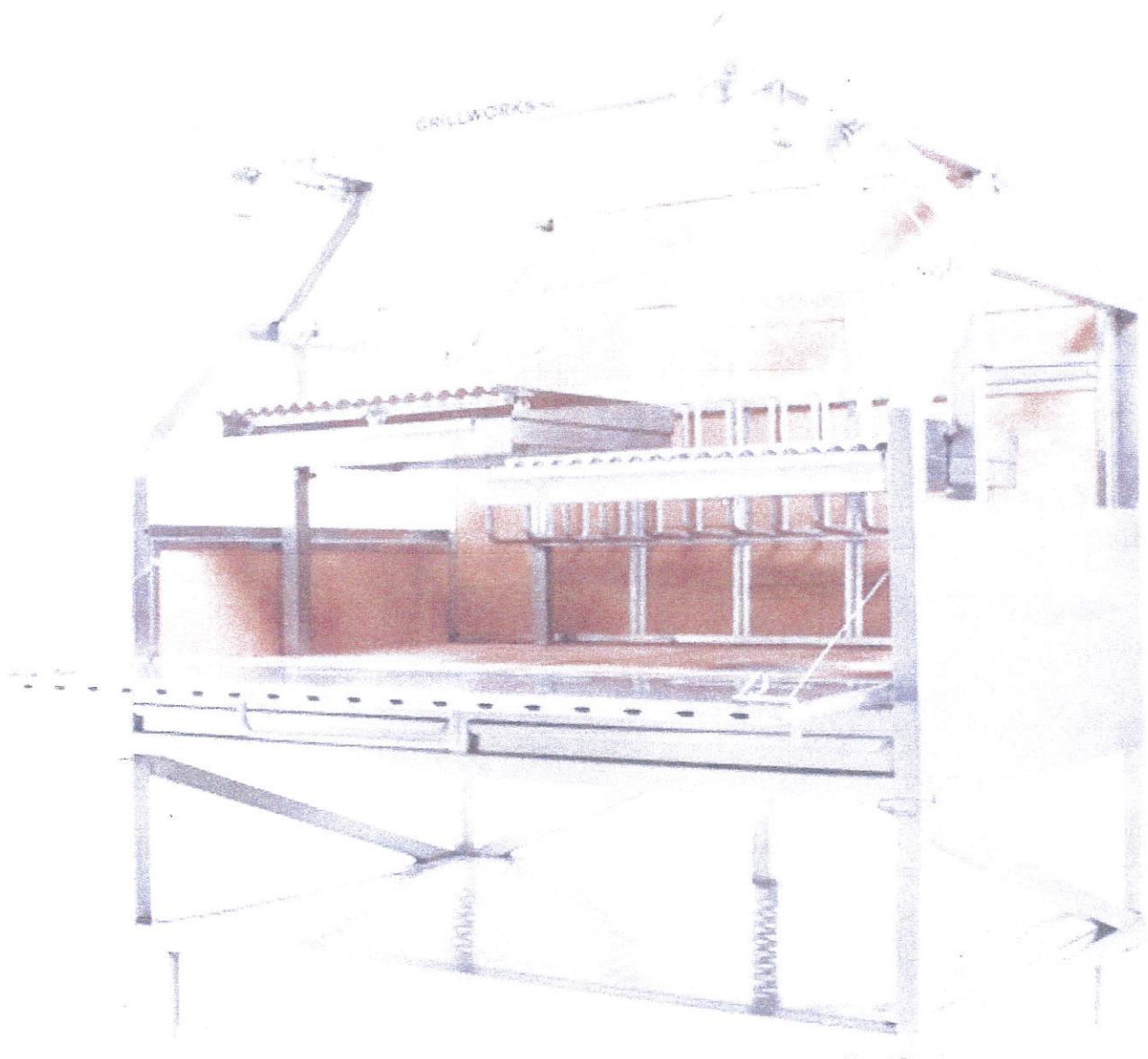
Infierno 64 In-Suite



# GRILLWORKS®

Argentine Inspired. American Made.™

H



**Grillworks Infierno™ 64**



expanded stainless steel cooking surface and wood burn deck

Infierno 64/52 Lift System

Fresh Look



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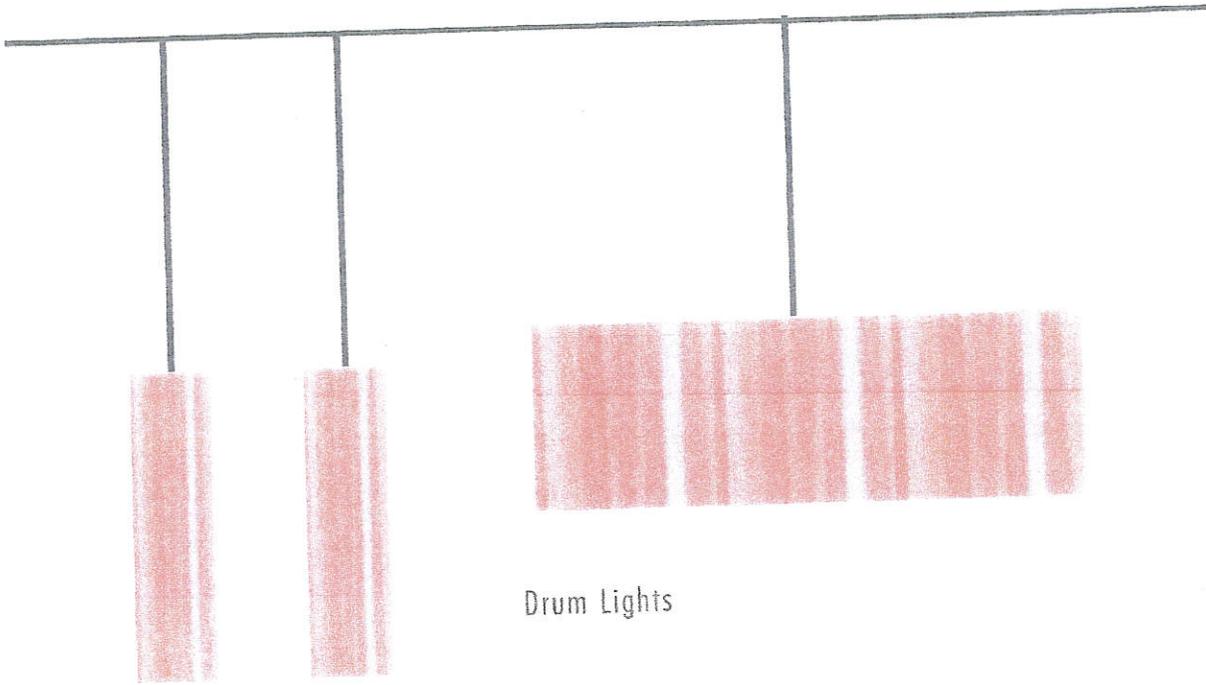
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Fixtures



Pendants

Drum Lights

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Concrete Floor



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Fixtures



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Designer

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*evolution development group, llc*

**310 4th Street - Columbus Redevelopment Commission LOI**

April 15, 2015

Heather Pope  
Columbus Redevelopment Commission  
123 Washington Street  
Columbus, IN 47201  
(812) 376-2547  
(812) 376-2565 fax  
[hpoppe@columbus.in.gov](mailto:hpoppe@columbus.in.gov)

**Re: Letter of Intent to Lease  
310 4th Street Columbus Indiana**

Dear Heather:

This Letter of Intent shall serve to outline a proposal for the lease of space at the 310 4th Street Columbus, Indiana 47201 As more fully explained below, this proposal does not constitute a binding agreement between the parties. It only evidences Tenant's offer to negotiate in good faith with Landlord for a lease of space. The basic terms of the proposal are as follows:

**Landlord:** Columbus Redevelopment Commission  
123 Washington Street  
Columbus, Indiana 47201

**Tenant:** Flamee LLC\* owned by Jasveer Singh & Henri Najem \*to be created  
11169 Fall Creek Rd  
Indianapolis, Indiana 46256

**Tenant's Trade Name:** Flamee Burger Woodfired Burgers. Fresh.

**Effective Date:** May 1, 2015 (intended date for fully executed lease).

**Premises:** 310 4th Street Columbus Indiana having approximately 3774 sq. ft. of Floor Area, shown in the approximate location identified on the Building Plan attached hereto as **Exhibit A.**

**Permitted Use of Premises:** Tenant shall use the Premises for the following purpose: a Restaurant serving Flame Cooked Burgers, & Wood Fire Pizza and other items commonly sold by this type of restaurant. The outdoor sidewalks may be used for

9801 Fall Creek Road. #237 ♦ Indianapolis, IN 46256 ♦ 317.525.3711 (p) ♦ 866.571.0095 (f)

*Land Use Consulting*

*Acquisition & Disposition*

*Brokerage*

*Master Planning*

outside dining as weather permits and in accordance with rules, regulations, state and local laws.

**Lease Term:** 5 Years

**Option:** Tenant shall have three (3) successive option to extend the Lease Terms for a period of sixty (60) months ("Option Term") at a 4% increase of the prior rental term exercisable in writing no less than 180 calendar days prior to the expiration of the original lease term. Option rent shall not be less than the rent paid in the preceding period;

**Rent Commencement Date:** Rent and all other charges shall commence upon one hundred and twenty days (120) days after Delivery. Tenant agrees upon execution of this Letter of Intent to commence design drawings and submit plans to Landlord for approval within 45 days. Tenant agrees to apply for building permit within 5 days after approval of Tenant's plans by Landlord.

**Delivery Date:** Landlord shall deliver the Premises for possession to Tenant on or about June 1, 2015.

**Hours of Operation:** Upon Opening for business, tenant shall continuously operate the restaurant and be open for business from the hours of 11 am to at least 9 pm seven days a week. Tenant may be closed Christmas Eve, Christmas, Easter and Thanksgiving and if special circumstances arise out of the tenants control.

<b>Rent:</b>	<u>Annual Rent</u>	<u>Rent Per Square Foot Per Annum</u>
	\$45,288	\$12.00 sq ft Lease Year 1 - 5(* Rent Commencement Date)

**Option Rent:** Year 6-10 \$47,099.53 per year  
Years 11 - 15 \$48,983.50 per year  
Years 16-20 \$50,942.84 per year

**Taxes and Insurance Expense:** Tenant shall reimburse Landlord for all taxes assessed for any reason and levied on the Premises and the realty underlying the Premises and the cost to Landlord of Property and Liability insurance maintained by Landlord on the Center, which amount will be included in the Common Area Expense set forth below. Tenant shall pay the Hawaii Conveyance Tax assessed as a result of this lease, due upon execution thereof, directly to the taxing authority. Tenant shall be responsible for maintaining its own policy of commercial general liability insurance for the Premises and a policy of property insurance (ISO Special Form) for

all furniture, fixtures, inventory and other improvements made by Tenant within the Premises, together with business interruption, with Landlord being named as an additional insured thereunder, all in accordance with the requirements to be set forth in the lease agreement

**Utilities:**

Tenant shall pay for its own utilities including but not limited to water, sewer, gas and electricity consumed within the Premises, including the costs of utilities furnished by Landlord, if any, to the Premises, whether directly assessed or reasonably allocable to Tenant. Landlord shall stub utility conduits and air conditioning system to the Premises, but Tenant shall be responsible for distribution of utilities within the Premises and for all utility hook-up charges.

**Common Area Expense:**

Tenant shall pay its share of the cost of ownership, operation, maintenance and management of the common areas of the Center. Tenant's share of such costs shall be that portion of all such expenses equal to the proportion thereof which the number of square feet of floor area in the Premises bears to the total number of rentable square feet of floor area in the Center. The estimated monthly Common Area Expense charge for the first year is TBD /sf/year.

**Landlord's Work:**

- Storefront with minimum one standard entry door and one rear delivery door (where applicable) as shown on Landlord's plan.
- Kitchen is to have all greased removed prior to delivery of premises by Landlord
- Landlord shall be responsible for repairs necessary to address any roof leaks not eligible for coverage by insurance.
- Landlord will be responsible for existing internal and external infrastructure and drain lines during the base term of the Lease. Tenant is responsible for all fixtures. If additional infrastructure is required for occupancy, it will be at Tenant's expense.
- Plumbing stubbed to Premises, in the location shown on Landlord's drawings. Tenant shall install a water sub-meter in a location within the Premises that can easily be read by Landlord.
- Landlord shall provide conduits for electrical power lines extending from the main electrical room into the demised premises. Landlord shall provide a meter socket for a maximum service of 200 amps (120/208 volts, 3-phase, 4 wire service). Telephone conduit shall be provided by Landlord in a size and location shown on Landlord's

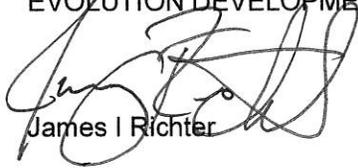
<b>Security Deposit:</b>	plan. Upon execution of the lease agreement, Tenant shall deposit an amount equal to 1 month's gross rent with Landlord to secure Tenant's performance under the lease agreement. Landlord shall hold the deposit, without interest, for the term of the lease agreement.
<b>Tenant's Work:</b>	Tenant, at Tenant's expense, shall improve the Premises and install trade fixture and signage suitable to Tenant's use of the Premises, subject to Landlord's prior written approval. It is understood that Tenant's plans and specifications for improvements are subject to the approval of the applicable local government authorities and Landlord. Signage must be in compliance with Comprehensive Sign Plan.
<b>Equipment and Trade Fixtures Included:</b>	Space is to be taken "As-Is" with all items inside the space as of April 6, 2015 to remain with the property.
<b>Brokerage Fee:</b>	Three and One Half Percent (3.5%) of the total rent received over the initial five (5) year term plus one option for an additional 5 years if exercised. Landlord and Tenant agree that no other brokers are involved in the transaction except for James I Richter of Evolution Development Group LLC ("EDG LLC"). Any and all commissions due to EDG LLC shall be paid by the Columbus Redevelopment Commission
<b>Lease Agreement:</b>	Upon the acceptance by Tenant and Landlord of the terms of this Letter of Intent, Landlord shall instruct its attorneys to prepare a form of lease agreement which contains the standard terms and conditions for Landlord's leases in the Center, which conforms with the terms hereof and which contains such other terms and conditions as may be mutually agreed to by Landlord and Tenant. The lease agreement shall not be binding on the parties until both of the parties have executed and delivered the lease agreement.
<b>Financial Contingency:</b>	Tenant shall submit a complete set of financials to Landlord. Any agreement in lease terms shall be subject to review and approval by the Landlord of the above stated financials.
<b>Nature of this Letter of Intent:</b>	As noted above, this Letter of Intent constitutes Tenant's offer to negotiate with Landlord. If the terms of this Letter of Intent are accepted by Landlord, this Letter of Intent shall only constitute the agreement of Tenant and Landlord to negotiate with each other in good faith for a

lease of space in the Center having the basic terms set forth in this Letter of Intent. This Letter of Intent may not be relied upon by any party as evidence of a binding agreement or commitment between Landlord and Tenant for a lease of space in the Center, and no legal rights and obligations between the parties shall be created or deemed to exist with respect to the Premises until the parties have fully executed and delivered the lease agreement described above.

If the terms and conditions outlined herein are acceptable, please sign where indicated below. We look forward to your response to the above. Please contact us should you have any comments or questions at 317-698-7722 or [j.richter@calleddg.com](mailto:j.richter@calleddg.com).

Respectfully,

EVOLUTION DEVELOPMENT GROUP, LLC



James I Richter

ACCEPTED:

TENANT: Flamee LLC  
By: Jasvir Singh By: Henri Najem

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

LANDLORD: Columbus Redevelopment Commission

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print

# HENRI NAJEM

9221 Anchor Mark dr, Indianapolis, IN 46236

Ph: 3175060480

hnajem@aol.com

## PROFESSIONAL SUMMARY:

Seasoned President/Operator with more than 25 years of experience in fast-paced Restaurant Environment. Excellent leadership and teaching skills. Track record of achieving exceptional results in 8 different Restaurant Concepts.

## SKILLS:

- Administration and Management
- Complex Problem Solving
- Time Management
- Management of Financial Resources
- Systems Evaluation
- Economics and Accounting
- Negotiation
- Food Production

## EXPERIENCE:

*President*

*Najem Enterprises, Inc*

*Nov 1997 -Present*

*Indianapolis, In*

- Owned and operated Several Restaurant Concepts, Pisanos Ristorante, Bella Vita Lakeside, Sunset Grill Warsaw, KY, Cibo Italian Restaurant, Vizion Restaurant.
- Prepared all operating manuals for each concept to operate successfully.
- Direct or coordinate an organization's financial or budget activities to fund operations, maximize investments, or increase efficiency.
- Analyze operations to evaluate performance of a company or its staff in meeting objectives or to determine areas of potential cost reduction, program improvement, or policy change.
- Direct, plan, or implement policies, objectives, or activities of organizations or businesses to ensure continuing operations, to maximize returns on investments, or to increase productivity.
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- 

## EDUCATION:

*Associate of Science : Accounting/ Finance*

*Arizona State*

## AWARDS:

Voted Best new restaurant in Indianapolis Monthly  
Voted Best Outdoor Dining Venue

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Jasvir "Jack" Singh

812 344-4870

**Objective** Steady business growth in the hospitality industry.

**Accomplishments**

- Owner and/or operator of a number of gas station/convenience stores and restaurants.

**Experience** **2003 – present**

Own and operate a variety of businesses requiring broad knowledge and experience in the following areas:

- capitalizing businesses
- managing customer-based service businesses, including convenience stores with food service
- inventory control/management, including food and beverage
- all aspects of business administration
- managing retail rental space
- working with professionals for statutory and regulatory compliance - federal and multiple state jurisdictions – accounting, liquor licenses, insurance, environmental agency requirements

**Local Ties** **2005- present**

Beginning in 2005, operated gas station/convenience stores in Columbus Indiana. Currently own two stations: 910 3<sup>rd</sup> Street and 3600 Jonathan Moore Pike

Referances:

Professional:

1. Brian Sheeham  
Herdrich Petroleum  
210 US 52  
Rushville, Indiana 46173  
765-561-5193

2. Jim Davis  
SAS Wholesales  
317-403-3628

Personal

Jamey Richter  
317-698-7722

Balwinder Singh  
570-604-3177