### Confidential Information Memorandum

#### BANKRUPTCY SALE (Dates Subject to Bankruptcy Court Approval) Bid Deadline: July 31 \* Auction Date: August 5



# Brickell House Rooftop Commercial Condo

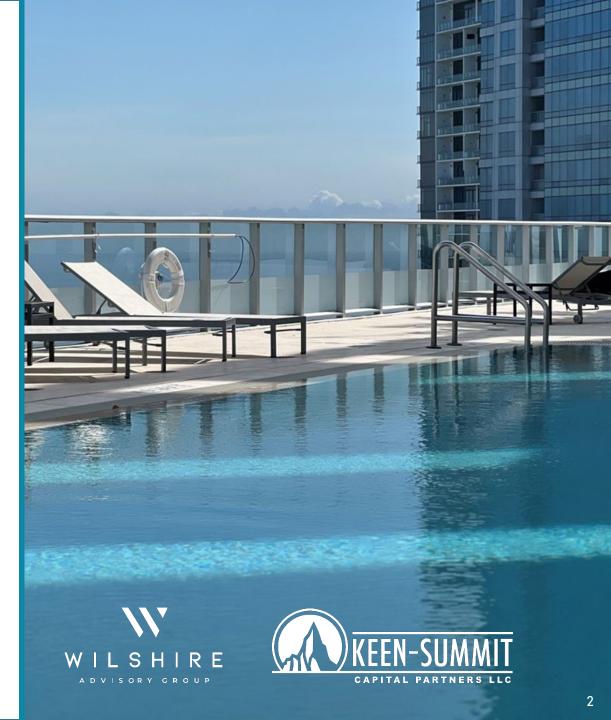
1300 Brickell Bay Drive – Commercial Units 8, 9 & 11 Miami, FL





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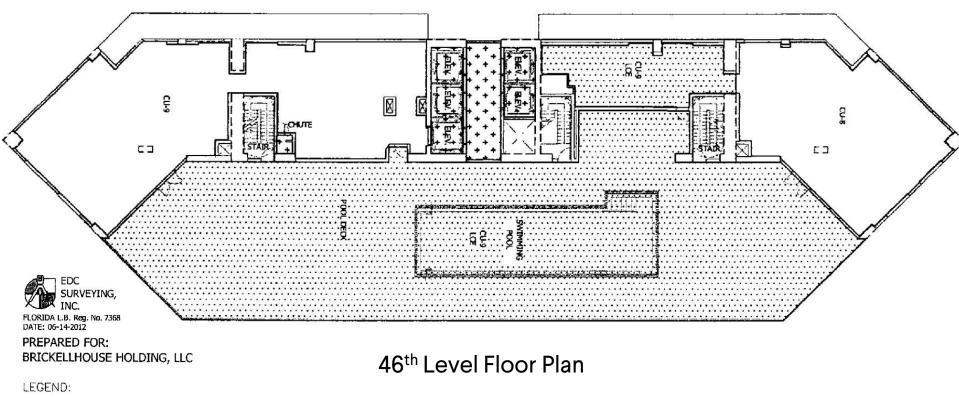
## THE OPPORTUNITY

# Develop the next M iami hotspot with this rooftop opportunity and water views in one of the country's most popular leisure destinations.

Keen-Summit Capital Partners LLC and Wilshire Advisory Group Corp have been retained as the real estate advisor for the sale of the rooftop commercial condominium atop Brickell House in Miami offers a rare opportunity to own an entire 11,721<u>+</u> square-foot floor with panoramic 360° views, including breathtaking eastward vistas over Biscayne Bay. This expansive, customizable space with exclusive rights to the pool and pool deck is ideal for a high-profile hospitality venue. This is the only rooftop commercial condo available in the market and a one-of-a-kind opportunity to develop a restaurant, club or exclusive space.

Investing in this rooftop space means securing a foothold in one of the most dynamic and rapidly appreciating urban environments in the U.S. Given the area's limited supply of luxury commercial properties and high demand, this opportunity is both exclusive and strategically positioned for long-term value.

# Floor Plans





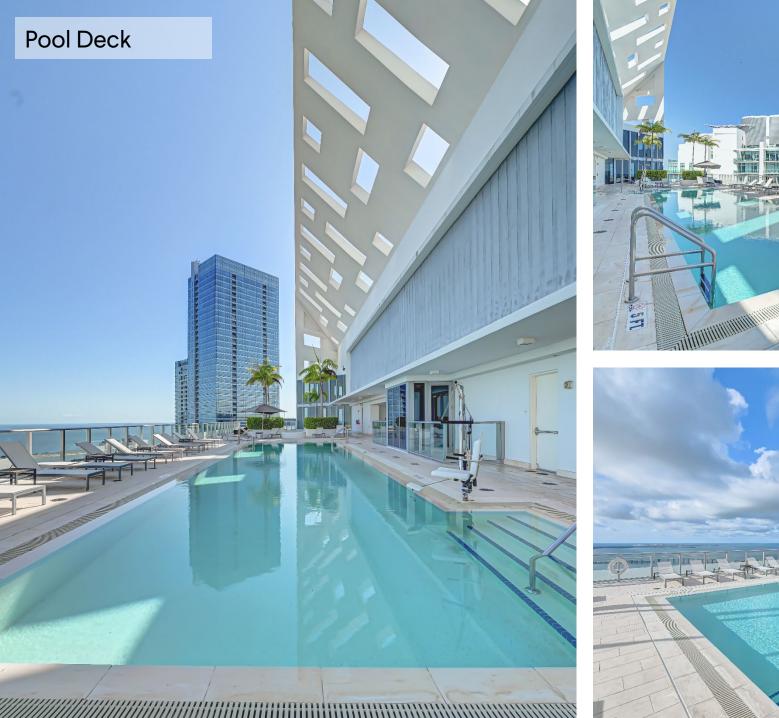
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LIMITED COMMON ELEMENTS OF COMMERCIAL UNITS



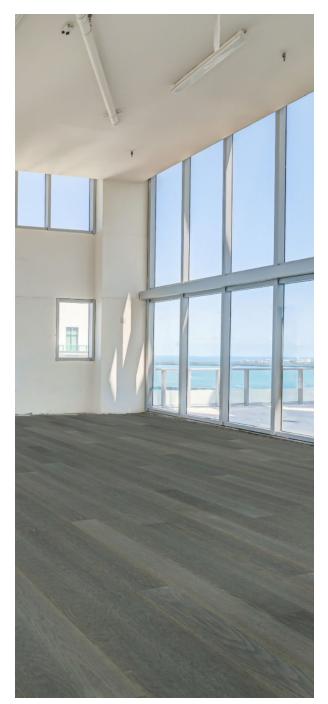












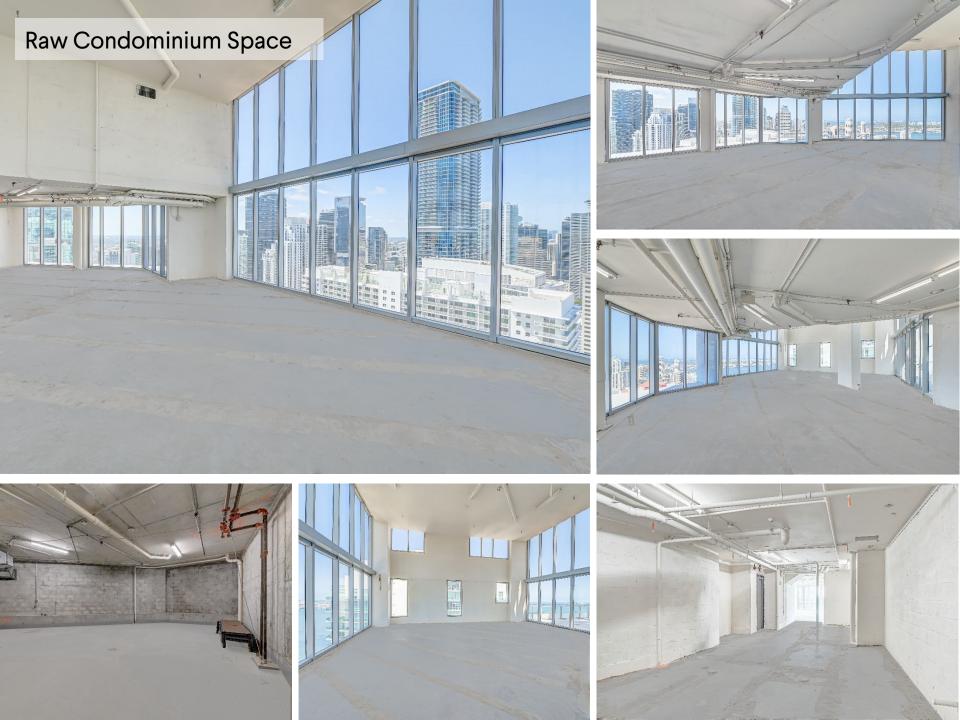












## View from the Condo Pool Deck





# Brickell House Highlights

Brickell House provides a high-end residential experience in a prime location with unrestricted views of Biscayne Bay and Key Biscayne, combining luxury amenities with the vibrant energy of Brickell's Financial District.

This 46-story luxury condo high rise is a certified green constructed building completed in 2014 as a collaboration between Newgard Development Group and architecture firm Sieger Suarez Architects and designed by interior design firm Yabu Pushelberg. The condo owner benefits from the design elegance of refined common areas.

Condo units include studio, one-bedroom, two-bedroom, and three-bedroom apartments, featuring private balconies and floor-to-ceiling windows.

Brickell House is home to one of Miami's Hottest Restaurants: LPM Miami

## **Building Amenities:**

- Green and summer kitchen
- Sundeck
- Whirlpool spa
- 24-hour guest valet
- Skyline views
- 24-hour welcome desk
- 6 high-speed controlled-access elevators
- Fully equipped fitness center, sauna, steam room and treatment rooms

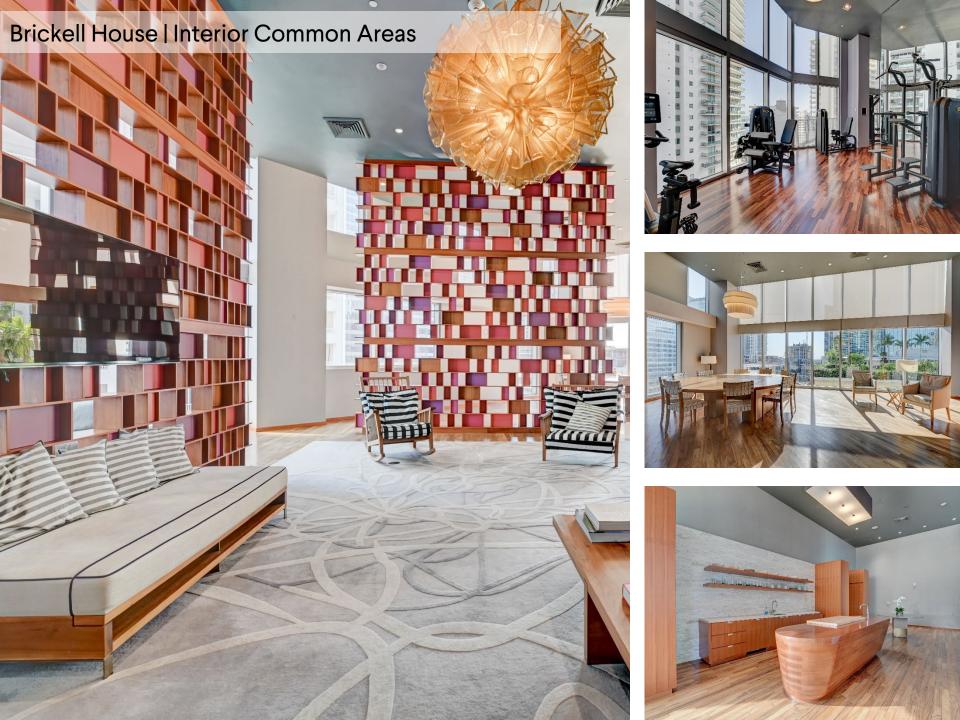


## Brickell House | Exterior and Lobby





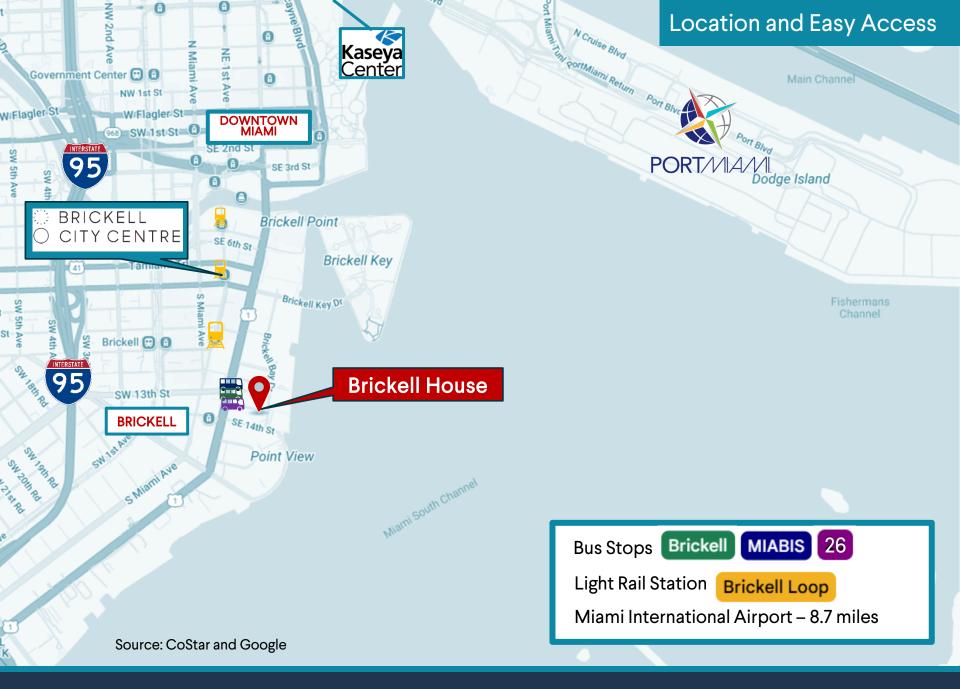




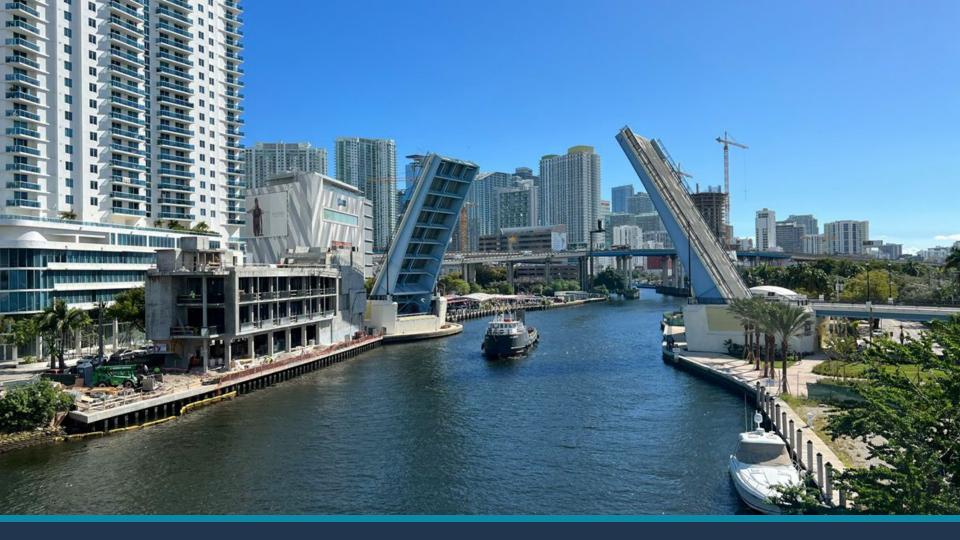












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## Brickell Neighborhood Highlights



#### Brickell is home to some of the most prestigious luxury buildings in Miami

Located in Miami's premier business district, Brickell is often dubbed "Wall Street South" due to its concentration of financial institutions, tech firms, and multinational corporations. The area boasts high-rise skyline, many with stunning views of Biscayne Bay, exceptional walkability, upscale dining, and cultural attractions, making it a magnet for professionals and investors . Key highlights include luxury condo buildings, world-class dining, and attractions like the Pérez Art Museum Miami (PAMM) and the Frost Museum of Science. With the addition of the Brightline rail service, connectivity to other major Florida cities has further enhanced Brickell's appeal.

Popular Dining Destination with Diverse Options: Zuma, with its famous high-end take on Japanese fare, Komodo, which fuses Asian-inspired fare with a club vibe.; La Mar by Gastón Acurio offers Peruvian flavors; B Bistro + Bakery serves creative brunch dishes; Baby Jane combines energetic atmospherics with inventive cocktails and American diner classics.

Upscale Nightlife Experiences: Rooftop bars like Sugar at the East Miami Hotel provide spectacular city skyline vistas with your libations and DJ beats; Loungestyle spaces such as Blackbird Ordinary make an emphasis on creative cocktails and specialty evenings; and Nightclubs such as E11EVEN welcome in global headliners.

Iconic Landmarks to Explore: Brickell City Centre is the ultimate shopping, dining and entertainment destination, providing the finest luxury lifestyle; and Historical gems, such as the Miami Circle at Brickell Point is an ancient archaeological site located at the mouth of the Miami River in downtown Miami.



#### Excerpts

"Submarket retail leasing activity has moderated in the last year, with around 40,000 SF leased, down from recent peak levels of over 145,000 SF leased in 2023. However, this has remained inline with the prepandemic five-year average from 2015-19 of around 54,000 SF. Still, a lack of available space mainly drives this slowdown in leasing activity, as the submarket has seen limited additions of new space over the last decade.

However, a moderation in leasing activity has resulted in annual net absorption of 20,000 SF, down from a high of 58,000 SF in the last five years. This has driven the availability rate from lows of 2.6% in early 2024 to 1.5% as of the second quarter. That said, this remains below the five-year average availability rate of 4.7%. With tenant move-outs remaining below the five-year historical average and limited supply additions, space availability is expected to remain tight ..."

Source: CoStar

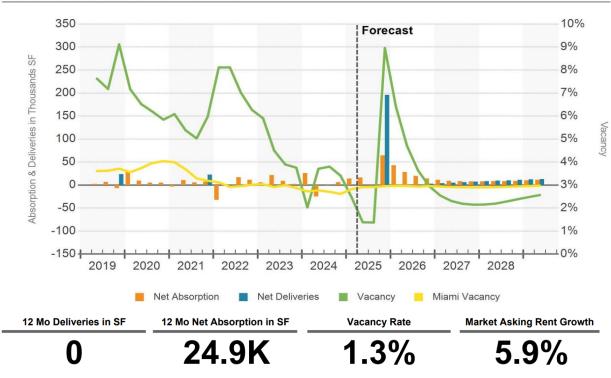
### Brickell Retail Submarket Report as of April 2025

#### Brickell | \$1B Asset Value Miami - FL USA

Inventory SF Under Constr SF 12 Mo Net Absorp SF Vacancy Rate

1.6M 🗍	Market Asking Rent/SF	\$80.64
197K 🌢	Market Asking Rent Growth	5.9%
24.9K	Market Sale Price/SF	\$568
1.3% 🖌	12 Mo Sales Vol	\$15.5M

#### **NET ABSORPTION, NET DELIVERIES & VACANCY**



### **POPULATION & DEMOGRAPHICS**

### 1-mile Radius of Brickell House



2024 Population 63,599 Annual Growth 2.7%



Median HH Income \$94,051 Median Home Value \$516,579 Population

	1 mile	1 mile 3 mile	
2020 Population	57,424	198,174	438,581
2024 Population	63,599	210,689	461,545
Annual Growth 2020-2024	2.7%	1.6%	1.3%
Median Age	37.7	39.2	40.7
Ave Household Size	1.9	2.1	2.1

## Housing

	1 mile	1 mile 3 mile	
Median Home Value	\$516,579	\$495,386	\$477,760

### Income

	1 mile	3 mile	5 mile	
Avg Household Income	\$120,312	\$189,995	\$88,146	
Median Household Income	\$94,051	\$59,270	\$56,773	

### Tra ffic

Collection Street	Cross Street	Avg. Daily Traffic Volume	Count Year	Distance from Property
Brickell Ave	SE 14th Ter S	27,031	2025	0.14 mi
SE 13th St	S Miami Ave W	18,612	2025	0.16 mi
South Miami Avenue	SW 14th Ter S	9,898	2025	0.22 mi
Brickell Avenue	SE 10th St N	27,297	2025	0.25 mi
Southeast 15th Road	SW 15th Rd NW	12,883	2025	0.25 m

Source: CoStar



# DISC LA IM ER & C O N TA C T IN FO RM A TIO N



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# Disc la im e r

ECTUL Holding, LLC ("Debtor"), U.S. Bankruptcy Court District of Southern District of Florida, Miami Division Case No 25-12521 ("Bankruptcy Court"), has retained Keen-Summit Capital Partners LLC and Wilshire Advisory Group ("Broker" or "Brokers"), as its exclusive real estate broker for the sale (the "Transaction") of the real estate assets at Brickell House, 1300 Brickell Bay Drive - CU 8, 9 & 11, Miami, FL (the "Property"). The sale of the Property is subject to approval by the Bankruptcy Court.

By receiving this Information Memorandum and/or participating in the sale process and/or contacting Debtor and/or Brokers, you agree to the following terms and conditions. If you do not agree to these terms and conditions, immediately return this Information Memorandum to the Brokers and do not participate in the sale.

In connection with your request for information ("Information") related to the Property and your interest in consummating a Transaction, the Debtor hereby agrees to disclose information to you ("Prospect") and to engage in conversations and negotiations with you, subject to the understandings, terms and conditions set forth below.

- 1. The Property is being offered AS-IS, WHERE-IS, with ALL FAULTS.
- 2. The Information has been prepared:
  - a) for informational purposes only,
  - b) from materials supplied by the Debtor, local municipalities and other sources deemed reliable, and
  - c) to assist Prospects in making their own evaluation of the offering and does not purport to be all-inclusive or to contain all of the information that interested parties may desire. Brokers have not assumed responsibility for independent verification of any of the information contained herein and has not in fact in any way audited such Information. In all cases, interested parties should conduct their own investigation and analysis of the offering, conduct site inspections and scrutinize the Information. Prospects should engage legal counsel, accountants, engineers and/or such other professional advisors as Prospects deem appropriate for evaluating the Property.
- 3. Although the Debtor and the Brokers will endeavor for the Information to contain data which they believe to be relevant for the purpose of Prospect's investigation, Prospect understands and agrees that, except pursuant to the definitive purchase agreement to be entered into between the Debtor and Prospect in connection with a Transaction, none of the Debtor, Brokers or any of their respective officers, directors, employees, affiliates, agents, advisors or representatives:
  - a) have made or make and expressly disclaim making any written or oral statements, representations, warranties, promises or guarantees, whether express or implied or by operation of law or otherwise, with respect to the Property or with respect to the accuracy, reliability or completeness of the Information, or
  - b) shall have any liability whatsoever to Prospect or any of Prospect's representatives relating to or resulting from the use of the Information, alleged acts or omissions, or any errors or omissions in the Information.
- 4. Without limiting the generality of the immediately preceding paragraph, the Information may include certain statements, estimates and projections with respect to the Property. Such statements, estimates and projections reflect various assumptions made by the Debtor, which assumptions may or may not prove to be correct. No representations are made as to the accuracy of such assumptions, statements, estimates or projections. The only information that will have any legal effect will be specifically represented in a definitive purchase agreement, subject to such limitations and restrictions as may be specified therein.

# Disc la im e r

- 5. Prospect agrees that no contract or agreement providing for any Transaction shall be deemed to exist between Prospect and the Debtor unless and until Prospect and the Debtor execute and deliver a final definitive agreement relating thereto (a "Transaction Agreement") that is approved by the Bankruptcy Court, and Prospect hereby waives, in advance, any claims (including, without limitation, breach of contract) in connection with any Transaction unless and until Prospect and the Debtor shall have executed and delivered a Transaction Agreement. Prospect also agrees that unless and until Prospect and the Debtor shall have executed and delivered a Transaction Agreement, neither Prospect nor the Debtor will be under any legal obligation of any kind whatsoever with respect to a Transaction by virtue of this document except for the matters specifically agreed to herein. Prospect further acknowledges and agrees that the Debtor reserves the right, in its sole discretion, to reject any and all proposals made by Prospect or Prospect's representatives with regard to a Transaction, and to terminate discussions and negotiations with Prospect at any time. Prospect further understands that the Debtor shall be free to establish and change any process or procedure with respect to a Transaction as the Debtor in its sole discretion shall determine (including, without limitation, negotiating with any other interested party and entering into a final definitive agreement relating to a Transaction with any other party without prior notice to Prospect or any other person).
- 6. Prospect warrants and represents that it is a principal acting on its own behalf, and not as a broker, finder or agent acting on another's behalf. If Prospect is working with a broker or finder other than Brokers, the representation must be confirmed in writing in the buyer's written offer and contract.
- 7. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to conflict of law principles (that might dictate the application of the laws of another jurisdiction). Prospect hereby irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the Bankruptcy Court for any lawsuits, claims or other proceedings arising out of or relating to the Property, the sale process, the information, and/or this document, and hereby further irrevocably and unconditionally waives the right to, and agrees not to plead or claim in any such court that any such lawsuit, claim or other proceeding brought in any such court, has been brought in an inconvenient forum. Prospect expressly waives all right to trial by jury in any action or proceeding arising out of or relating to the Property, the sale and/or this document.
- 8. It is understood that Brokers will arrange for appropriate contacts for due diligence purposes. As per your execution of the Non-Disclosure Agreement ("NDA") you are expressly directed not to contact Brickell House, ECTUL Holding LLC or its lenders without prior approval from the Brokers. All:
  - a) communications regarding a possible Transaction,
  - b) requests for additional information,
  - c) requests for Property inspections,
  - d) discussions regarding making an offer for the Property and/or participating in the sale process, and/or
  - e) discussions or questions regarding procedures in connection with any possible Transaction,

must be submitted or directed exclusively to Brokers. Neither Prospect nor Prospect's Representatives will initiate or cause to be initiated any communication with any employee or representative of Brickell House or ECTUL Holding LLC without prior approval from Brokers.

- 9. Words and/or phrases not defined herein that are defined in the NDA between Prospect and Special Master shall have the meaning ascribed to them in the NDA. In the event of any inconsistency between this Disclaimer and the NDA, the terms of the NDA control.
- 10. All Transactions are subject to Court approval.

# Contact Information

All communications, inquiries and requests for information relating to these materials should be addressed to the Keen and Wilshire persons listed below, as representative of the Seller.

### **INSPECTIONS ARE BY APPOINTMENT ONLY**

Interested parties must contact Keen to schedule access and not visit the premises on their own.

#### **BROKERS**

Cooperating Brokers are protected if they:

(1) are the party that initiates contact with Keen and/or Wilshire, (2) accompany the buyer on the first site tour, and
(3) their representation of the buyer is confirmed in writing in the buyer's written offer and contract.

### Keen-Summit Capital Partners LLC

Matt Bordwin Principal and Co-President 646-381-9202 Direct mbordwin@keen-summit.com

**Chris Mahoney** Senior Managing Director 646-381-9205 Direct cmahoney@keen-summit.com Harold Bordwin Principal and Co-President 914-980-8555 Direct hbordwin@keen-summit.com

Heather Milazzo Managing Director 646-381-9207 Direct hmilazzo@keen-summit.com

### Wilshire Advisory Group

#### Gonzalo Rioja

Regional VP 305-262-0246 Office 305-322-8530 Mobile grioja@wilshireag.com

#### Luis Aguirre

Vice President 305-262-0246 Office 305-609-5387 Mobile luis@wilshireag.com



