

MOORE INGRAM JOHNSON & STEELE

A LIMITED LIABILITY PARTNERSHIP
WWW.MIJS.COM

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ROBERT D. INGRAM†
J. BRIAN O'NEIL
G. PHILLIP BEGGS
ELDON L. BASHAM
MATTHEW J. HOWARD
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CLAYTON O. CARMACK
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P.O. BOX 3305 • MARIETTA, GEORGIA 30061

TENNESSEE OFFICE

CEDAR RIDGE OFFICE PARK, SUITE 463
408 N. CEDAR BLUFF ROAD • KNOXVILLE, TENNESSEE 37923

TELEPHONE (865) 692-9039
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RICARDO J. DAMEDEIROS
BRETT A. MILLER
CHRISTOPHER C. MINGLEDDORFF
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GRAHAM E. MCCONNELL
KARINE M. POLIS
PHILLIP G. GOMBAR*
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OF COUNSEL:
JOHN L. SKELTON, JR.†

† ALSO ADMITTED IN TN
* ALSO ADMITTED IN FL
** ALSO ADMITTED IN IN
• ADMITTED ONLY IN NC

November 9, 2007

Steven J. Lachterman, Esq.
848 Brickell Avenue, Suite 750
Miami, Florida 33131

Re: Claim of Elan Feldman d/b/a J&J Refrigeration
Supply Co.; Claim No.: P50514307301

Dear Mr. Lachterman:

Please let this correspondence serve as a request for indemnification of our client, Comcast of Miami, Inc., from your client, Florida Sol Systems, Inc., for property damages incurred at 1050 N.W. 21st Street, Miami, Florida 33127, as a result of work performed by Florida Sol. We appreciate you taking the time in speaking with us about the matter earlier this week. We understand that you have had very little involvement with this situation up until now outside of our "voucher" letters requesting indemnification. Unfortunately, given recent developments and the history of this matter, we believe your client is at a significant risk of major exposure. As such, we would like to take this opportunity to lay out the "bare bones" of this matter and attempt to resolve the case before it takes a turn for the worse.

WORK PERFORMED BY FLORIDA SOL

On June 2, 2004, your client, Florida Sol, undertook to install an aerial cable wire at 1025 N.W. 20th Street, Miami, Florida 33127. This work was done pursuant to the Master Construction Agreement in place between Comcast of Miami, Inc. and Florida Sol Systems, Inc.

During installation, not only did Florida Sol run the cable wire physically across and touching the roof of J&J Refrigeration Supply Company located at 1050 N.W. 21st Street, Miami, Florida 33133, without the consent or knowledge of the owner of that establishment, Elan Feldman, it actually anchored the wire to the roof of building. A

MOORE INGRAM JOHNSON & STEELE

Steven J. Lachterman
November 9, 2007
Page 2

copy of documents supporting the claim that Florida Sol performed this work is attached as Exhibit "A".

DAMAGES INCURRED BY MR. FELDMAN

As a result of Florida Sol's improper anchoring of the cable wire to Mr. Feldman's roof, Mr. Feldman and his business suffered significant damage to the structure and contents of the building. Ultimately, the anchor loosened causing the cable wire to whip in high winds causing the roof to tear and become structurally unsound. Unfortunately, much of this damage was caused just prior to heavy rains and winds associated with multiple hurricanes that came through the Miami area, further exacerbating the problem.

Mr. Feldman has provided an appraisal of the cost of repairing and/or replacing the damaged roof, as well as an estimate for the replacement cost of damaged or destroyed property contained within the building. A copy of this appraisal is attached as Exhibit "B" for your review. The total estimate for replacement value comes to \$554,843.28.

DUTY TO INDEMNIFY

The Master Construction Agreement entered into between Comcast of Miami, Inc. and Florida Sol Systems, Inc. on June 1, 2003, provides that Florida Sol shall indemnify and hold harmless Comcast from any and all claims, judgments, liabilities, and damages arising out of or in connection with the performance, negligence or other wrongdoing on the part of Florida Sol, its employees, agents, servants or representatives. Section 15 of the Contract entitled: "Indemnification", lays out Florida Sol's indemnification duties in detail. A copy of this contract is attached to this correspondence as Exhibit "C" for your reference.

It is clear that any and all damages sustained by Mr. Feldman and his business is the result of the work performed by Florida Sol and, as such, Florida Sol owes a duty to Comcast of Miami, Inc. to indemnify it for the claims now being asserted by Mr. Feldman.

According to our records, Florida Sol has been put on notice of this claim and Comcast's intent to request indemnification. A copy of previous correspondence regarding this matter is attached as Exhibit "D".

5950

Miami-Dade Cable Telecommunications Licensing

FILENUMBER 13993	DATE 2/14/200	TIME 9:01 AM	COMPANY Comcast (Miami)
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SALUT. Mr.	FIRSTNAME Elan	LASTNAME Feldman	HOMEPHONE (305) 324-8555
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ADDRESS 1050 NW 21 Street	BUSPHONE
------------------------------	----------

CITY Miami	STATE FL	ZIPCODE 33127
---------------	-------------	------------------

CODE1 b1	CODE2 c3	CODE3	DISTRICT 3
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DATE2 4/27/200	JUSTIFY Justified	CREDIT
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PROBLEM
Your roof was damaged by a Comcast cable going over your private property. You have been working with Comcast's insurance company and they want you to sign a release that doesn't cover the damages and allows them to continue to be on your private property. Since it is a violation of County Code to be on your private property without your consent, you want Comcast to remove the cable immediately. You also want Comcast to provide fair compensation for all of the damages they have caused with their illegal cable placement.

RESPONSE
02/14/06 - Cables have been removed from roof.

COMMENTS
02/14/06-Complaint came from Manager's office via email. Gave to Wesley for response. Gave to Duran to issue warning for cable placement. Also gave to Kersi at the City for follow-up. See hard copy for more information...Dave.
02/14/06-12:50:04 PM-Louis advises that the cable is now off of his roof. I advised Jon...Dave.
2/21 Mr F left msg on 2/17 about comcast; I called him back and left a msg w/ his secretary...duran
02/28/06 09:54:32 AM L. Duran advised cons was helped by us the same day of complaint, however, this is now an insurance issue with comcast and an attorney is contacting and dealing with customer regarding his claim. ab
03/05/06 - Contacted consumer regarding repairs. No progress. He does not want to hire an attorney. CSD should fine Comcast...JW
03/06/06 - Contacted Comcast regarding repairs to building. Left message. JW
03/30/06 - Left message for Feldman regarding repairs.JW
03/31/06 - Left message for Comcast regarding repairs.JW
04/19/06 - Spoke with Feldman regarding repairs - No progress with Comcast. Why can't we help him by putting pressure on Comcast?JW
04/20/06 - Left message with Comcast. JW
04/27/06 - Consumer faxed contact information for Comcast's attorney.
04/27/06 - Spoke with Comcast's attorney. He specializes in insurance fraud and will not discuss any details of Feldman case.

072605

ANDERA LON

I HAVE HAD PROBLEMS WITH MY ROOF, I SENT PEOPLE TO REPAIR ROOF AND WAS TOLD THAT A WIRE HAD CUT INTO ROOF AND WATER WENT THROUGH WICH FROM THE HEAT LIFTED THE PAPER IN PLACES. I DID NOT KNOW WHAT THEY WERE TALKING ABOUT AND FOUND A WIRE ON MY ROOF. I CALLED EVERYONE TO FIND OUT WHAT THE WIRE WAS AND HAD NO LUCK UNTIL BELL SOUTH REPRESENTATIVE SAID IT IS CABLE WIRE. I THEN WENT TO THE COMCAST OFFICE TO WHICH A REPRICENTATIVE FOLLOWED ME OUT AND SAID THE THE CABLE WAS DUE TO CABLE THEFT AND THAT THEY DO NOT DUE THIS TYPE OF WORK. I THEN WENT TO MY NEIGHBOR AND ASKED THEM HOW DARE THEY STEAL CABLE AND DAMAGE MY ROOF IN THE PROSSES TO WHICH THEY CAME OUT WITH A BILL TO WHICH THEY PAY FOR CABLE.

BOTTOM LINE , HOW DARE YOU ENTER MY PROPERTY WITH OUT MY PERMISSION , DAMAGE MY PROPERTY, TELL ME YOU ARE NOT AT FAULT. USE MY PROPERTY FOR YOU PROFITES ILLIGALLY ,

SHAME ON YOU. AS A UTILITY , YOU SHOULD SET EXAMPLES OF DOING THINGS THE RIGHT WAY.

PLEASE ANSWER ME ABOUT THIS ISSUE WITHOUT LIES

ELAN FELDMAN
1050 WHAREHOUSE CORP
1050 NW 21 ST ST
MIAMI , FLA 33127

305 324 8555

CC DAVID SOLOMON
FEDERAL COMUNICATIONS COMMISSION

CC SHIRLY CONOVER
COMAST COMMUNICATION

CC THOMAS NATION
COMCAST
CC DOUG GASTON

CC TERRY BIENSTOCK
COMCAST
CC ANDERA LON

CC PETER NEGRETE

WAREHOUSE 1050 CORP
DESK OF ELAN FELDMAN (PRES)
1050 NW 21 ST
MIAMI, FL 33127
305 324-8555
305 325-1966 FAX

NOV 25 2005

TO WHOM IT MAY CONCERN,
REGARDING CLAIM P50514307301

THIS IS A BRIEF HISTORY OF WHAT I HAVE BEEN THROUGH.

MY ROOF WAS DAMAGED IN I HOPE ERROR BY YOUR CLIENT COMCAST. COMCAST PUT ME INTOUCH WITH DARON RICHARDS WHO WAS MORE THAN NICE. AN APPRAISER WAS SENT TO APPRAISED PROPERTY VERY KNOWLEGABLE. THINGS WERE BEING DONE SWIFTLY AND NICE. THEN I WAS NOT ABLE TO GET HOLD OF DARON. I THEN RECEIVED A CALL FROM LINDSEY SAYING THAT SEE IS TAKING OVER THE ACCOUNT . TIME HAS DRAGED OUT .PROMISSES OF CHECKS TO GIVE FOR DEPOSITS NEVER CAME . AS OF YET I HAVE RECEIVED NOTHING, NO MONEY NO OFFERS NOTHING SENT OR ANYTHING IN WRITING. I HAVE LOST CONFEDENCE IN YOU AND COMCAST.

I now feel that I have been treated unfair but as to give the benefit of miscommunication or an opportunity to allow you to show your intent to be correct, I will allow and revert to my original request, take care of the roof. I therefore and always wanted to give Comcast and or Liberty Mutual the right to hire company of their choosing to replace or repair at their expense roof. I expect a roof of equal or better than originally had. Installed to local codes and warranties to be installed without defect in workmanship or materials. I do not believe that this is unreasonable.

Handwritten signature of Elan Feldman (Pres)

NATIONAL LIABILITY FIELD CLAIMS MS
HELMSMAN MANAGEMENT SERVICES, INC.
P.O. BOX 100058
DULUTH GA 30096-9358



Telephone: (800) 852-6662
Fax: (603) 334-8105

November 23, 2005

FELDMAN, ELAN
1050 NW 21ST ST
MIAMI FL 33127-4514

Claimant: FELDMAN, ELAN
Claim Number: P 505-143073-01
Customer: COMCAST CORPORATION
Date of Loss: 07/25/2005

Dear FELDMAN, ELAN:

This letter is a follow up to the conversation we had regarding the damages to the roof of your building. As discussed, we offered you the \$49,433.83 for the repairs with a signed release. At that time, you denied the offer stating you could not get the roof repaired for that amount.

If you decide to accept this offer, please contact me and I will send a release to you. Once the signed release is received, a check will be sent to you for this amount.

Sincerely,

LINDSEY L WILLIAMS
SR CLAIMS REP, CM

WAREHOUSE 1050 CORP
DESK OF ELAN FELDMAN (PRES)
1050 NW 21 ST
MIAMI, FL 33127
305 324-8555
305 325-1966 FAX

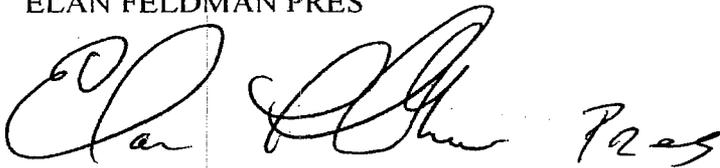
DEC 02 2005

TO WHOM IT MAY CONCERN AND OR LLINDSEY WILLIAMS
REGARDING CLAIM P50514307301
COMCAST CORPORATION

HAVE RECEIVED YOUR LETTER POSTDATED 24 HOURS AFTER YOU
RECEIVED MY FAX.

IT WOULD MAKE MY LIFE EASIER IF YOU DO THE REPAIRS.
AS OF YET. I HAVE NOT RECEIVED AN OFFER. YOU DID NOT SEND ME
ANYTHING SHOWING HOW YOU GOT TO THIS PRICE, AS I DO NOT KNOW
WHAT YOU ARE PAYING FOR. A RELEASE IS A CONTRACT THAT YOU ARE
ASKING ME TO SIGN AND AGREE WITHOUT REVIEWING. GIVE ME ALL THE
INFORMATION PLEASE. WHAT YOU ARE DOING IS TELLING ME NOW THAT
YOU HAVE MADE AN OFFER BUT NEVER GIVE THE DETAILS OF YOUR
OFFER.

ELAN FELDMAN PRES

A handwritten signature in cursive script, appearing to read "Elan Feldman Pres". The signature is written in dark ink and is positioned below the typed name.



Comcast East
1000 Hialeah Street
Hialeah, FL 33116

Writer's Direct Dial: (313) 326-7026
Writer's Direct E-mail: Marna_Salimena@Comcast.com

March 14, 2007

The Overnight Mail

Elan Feldman
1050 NW 21 ST
Miami, FL 33127

Re: Property Damage Complaint

Dear Mr. Feldman:

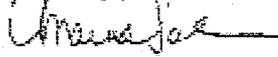
This letter is in response to your request directed to Bethany Spivey for additional appraisal companies and to your questions regarding the insurance policy.

The two other appraisal companies are: Frontier, P.O. Box 141246, Miami, FL 33114 and PDA, 15109 NW 67th Ave, suite 200, Miami Lakes, FL 33014. All three appraisal companies have extensive experience handling commercial property damage including roof repair/replacement. Kindly confirm if you have a preference as to which appraisal company is selected. Once confirmed, we will schedule the inspection. As we discussed, once the inspection is scheduled we will require all documentation regarding all repairs but specifically the repairs and the inspections related to the roof should be forwarded to my attention. I am in receipt of the engineering information you forwarded on February 23, 2007 and it is currently being reviewed. All documentation will be forwarded to the appraiser for review.

The insurance policy you received is complete and accurate. The only information redacted from the insurance policy is the premium information which we are not required to disclose. The limits of insurance have not been redacted nor have the terms of the policy. The policy sets forth a \$100,000 Self Funded Retention and additional coverage in the amount of \$1,900,000.00.

Please confirm with myself or Ms. Spivey if you would like to proceed with a new appraisal. Your attention to this matter is appreciated.

Very truly yours,


Marna Salimena
Counsel

cc: Bethany Spivey

Liberty and all with Bethany SPIVEY
3333 Satellite Blvd Suite 400
Duluth, Ga 30096, 770 270 1111

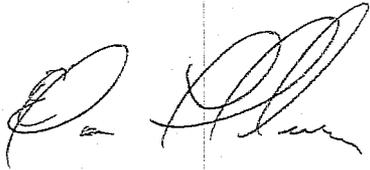
Comcast
One Comcast Center
Philadelphia, PA 19103-2838
Att:David Cohen Executive Vice President

July 24, 2008

David Cohen Executive Vice President

My doors have always been open to Comcast to resolve this problem .If you wish to explain what is going on I would be willing to meet whenever mutually agreeable and wherever. Enclosed are pictures appraisals checks bills on CD. Call if you need anything.

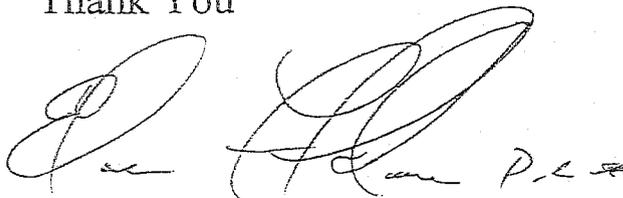
Elan Feldman pres
Warehouse 1050 Corp.
1050 NW 21 St
Miami Fla. 33127
305 545 6666

A handwritten signature in black ink, appearing to read 'Elan Feldman', is written over the typed name and address.

Dear Marna Salimena,

I enclose appraisal of the damages by PDA. I sent to Bethany signed release of yours with the amount changed to reflect the amount on the appraisal and a 10 day limit since I did not receive the payment of the first appraisal timely. I will forgive business interruption, interest, rent, office, furniture, equipment and inventory to end this. Please arrange to have one of the two releases sent back with check. This offer is good only if paid timely. If you should need anything please feel free to contact me.

Thank You

A handwritten signature in black ink, appearing to read 'Elan Feldman P.E.', written in a cursive style.

Élan Feldman (President)

Warehouse 1050
1050 NW 21St St
Miami, Florida 33127
305 545 6666

File #: P505-143073-01

Elan Feldman VS Comcast Corporation

NOTICE AND RELEASE AND SETTLEMENT OF CLAIM

For the sole consideration of **FIVE HUNDRED FIFTEEN THOUSAND EIGHT HUNDRED THIRTY SIX (\$515,836.00)** the undersigned hereby releases and forever discharges **Comcast Corporation and all subsidiaries and entities, Helmsman Management Services,** and Liberty Mutual Insurance Company, Liberty Mutual Fire Insurance Company, Liberty Insurance Corporation and any subsidiary or affiliate thereof in The Liberty Mutual Group, and all other persons, firms and corporations from all claims and demand, rights and causes of action of any kind the undersigned now has or hereafter may have on account of or in any way growing out of Personal Injuries known or unknown to me/us at the present time and Property Damage resulting or to result from an occurrence which happened on or about 7/25/05, and do hereby covenant to indemnify, defend and save harmless the said party or parties from and against all claims, demands and any costs whatsoever including attorneys fees and litigation costs on account of or in any way growing out of said occurrence or its results both to person and property. This release expresses a full and complete SETTLEMENT of a liability claimed and denied, regardless of the adequacy of the above consideration, and the acceptance of this release shall not operate as an admission of liability on the part of anyone nor as an estoppel, waiver or bar with respect to any claim the party or parties released may have against the undersigned. It is further agreed that the following NOTICE has been read by me/us before signing this release:

NOTICE: Any outstanding liens will be the sole responsibility of the plaintiff and will be paid out of the aforementioned proceeds.

Dated August 27, 2008

NOT VALID UNLESS SIGNED AND PAID WITHIN TEN(10) DAYS

Witness my hand and seal.

Witness' Signature

Signature

Witness' Signature

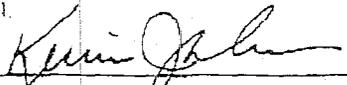
Signature

		Repl. Cost	Depr.	ACV OP RD
Remove Door, Interior, Pre-Hung	1 EA @ \$17.24	\$17.24	\$0.00	\$17.24
Remove Door, Interior, Pre-Hung, Panel, w/Casing	1 EA @ \$28.23	\$28.23	\$0.00	\$28.23
Replace Door, Interior, Pre-Hung, Panel, w/Casing	1 EA @ \$233.39	\$233.39	\$0.00	\$233.39
Clean Door, Interior, Pre-Hung, Panel, w/Casing	1 EA @ \$8.68	\$8.68	\$0.00	\$8.68
Paint Door, Interior, Pre-Hung, Panel, w/Casing	1 EA @ \$45.59	\$45.59	\$0.00	\$45.59
Remove Paneling, Prefinished	368 SF @ \$0.27	\$99.36	\$0.00	\$99.36
Replace Paneling, Prefinished	386.4 SF @ \$1.44	\$556.42		
	368 SF @ \$0.77	\$283.36		
		\$839.78	\$0.00	\$839.78
Counter Area Total		\$2,898.64	\$0.00	\$2,898.64
Coverage - Building Totals		\$496,603.16	\$0.00	\$496,603.16

Summary

	Repl. Cost	Depr.	ACV
Estimate Totals	\$496,603.16	\$0.00	\$496,603.16
Less Amount Not Subject To Overhead & Profit	(\$427,913.34)	\$0.00	(\$427,913.34)
Amount Subject To Overhead & Profit	\$68,689.82	\$0.00	\$68,689.82
Contractor's Overhead (10%)	\$6,868.98	\$0.00	\$6,868.98
Sub-Total	\$75,558.80	\$0.00	\$75,558.80
Contractor's Profit (10%)	\$7,555.88	\$0.00	\$7,555.88
Sub-Total	\$83,114.68	\$0.00	\$83,114.68
Amount Not Subject To Overhead & Profit	\$427,913.34	\$0.00	\$427,913.34
Total With Overhead & Profit	\$511,028.02	\$0.00	\$511,028.02
miami	\$4,808.29	\$0.00	\$4,808.29
Total With Tax	\$515,836.31	\$0.00	\$515,836.31
Less Deductible Applied (\$0.00 Maximum)	\$0.00		\$0.00
Net Claim	\$515,836.31	\$0.00	\$515,836.31

A copy of this document does not constitute a settlement of this claim. The above figures are subject to insurance company approval.

Accepted by 

Price Database Legend
 All prices from TCD08A0205.
 w = Write-in
 * = Modified

Adjuster Summary

Est ID #

7370060

Adjuster IntegriClaim Phone Fax Insured Name Warehouse, Eli Loss Address 1052 N W 21 St. Miami, FL 33127 Phone Number (786) 486-1947 Other Phone Ins Company	Property Damage Appraisers 1500 N W 3rd St Suite # 101 Deerfield Beach, FL 33442 Phone (954) 596-2100 Fax (954) 596-0177	August 26, 2008 Policy # Ins Claim # Date of Loss
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Narrative

Estimator scoped sight and found damage consistent with water damage. Corrosion from water has settled into metal roof deck and caused additional damage to concrete slab. Excessive water has created pressure under membrane and has separated from roof deck. Roof must be replaced for proper restoration. Temporary repairs were necessary and completed. Please allow 6 months to properly complete repairs. All pricing is within Industry Standard. All visible damage written.

Coverage - Building
Exterior

		Repl. Cost	Depr.	ACV OP RD
Remove Galv Steel Roof (MH)	110 SQ @ \$34.92	\$3,841.20	\$0.00	\$3,841.20
Replace Galv Steel Roof (MH)	110 SQ @ \$600.75	\$66,082.50	\$0.00	\$66,082.50
Remove Deck, Concrete Frame, 24ga. Cor. 9/16"	10500 SF @ \$1.85 *	\$19,425.00	\$0.00	\$19,425.00
High Roof				
Replace Deck, Concrete Frame, 24ga. Cor. 9/16"	10500 SF @ \$2.46	\$25,830.00	\$0.00	\$25,830.00
R&R Insulation Urethane	110 SQ @ \$32.08 w	\$3,528.80	\$0.00	\$3,528.80 N N
Remove Modified Bitumen Asphalt, SBS	110 SQ @ \$119.00 *	\$13,090.00	\$0.00	\$13,090.00
Replace Modified Bitumen Asphalt, SBS	110 SQ @ \$505.00 *	\$55,550.00	\$0.00	\$55,550.00
Remove Drip Edge	205 LF @ \$0.28 *	\$57.40	\$0.00	\$57.40
Replace Drip Edge	205 LF @ \$1.75 *	\$358.75	\$0.00	\$358.75
Remove Flashing, Lead	375 LF @ \$0.74	\$277.50	\$0.00	\$277.50
Replace Flashing, Lead	375 LF @ \$3.15 *	\$1,181.25	\$0.00	\$1,181.25
Replace Counter flash	52 LF @ \$7.75 w	\$403.00	\$0.00	\$403.00 N N
Remove Roof Vent, Turbine	4 EA @ \$6.51	\$26.04	\$0.00	\$26.04
Replace Roof Vent, Turbine	4 EA @ \$95.89	\$383.56	\$0.00	\$383.56
Remove Gutter, Aluminum, 6"	355 LF @ \$0.77	\$273.35	\$0.00	\$273.35
Replace Gutter, Aluminum, 6"	355 LF @ \$7.25 *	\$2,573.75	\$0.00	\$2,573.75
Concrete Pump Service	1 EA @ \$1,500.00 w	\$1,500.00	\$0.00	\$1,500.00 N N
Debris Removal	1 EA @ \$2,500.00 w	\$2,500.00	\$0.00	\$2,500.00 N N
Dumpster	9 EA @ \$225.00 w	\$2,025.00	\$0.00	\$2,025.00 N N
Plans	1 EA @ \$1,800.00 w	\$1,800.00	\$0.00	\$1,800.00 N N
Permits	1 EA @ \$750.00 w	\$750.00	\$0.00	\$750.00 N N

Adjuster Summary (MS/B 0120)
Est ID # 7370060

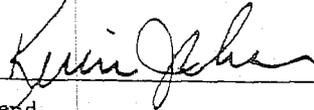
		Repl. Cost	Depr.	ACV	OP	RD
Temporary Repairs.	1 EA @ \$85,000.00 ^w	\$85,000.00	\$0.00	\$85,000.00	N	N
This was necessary to properly temporarily mitigate damages						
Remove & Reset Contents & Inventory to include Equipment	1 LS @ \$22,500.00 ^w	\$22,500.00	\$0.00	\$22,500.00	N	N
Wharehouse Rental	6 MO @ \$5,500.00 ^w	\$33,000.00	\$0.00	\$33,000.00	N	N
Temporary storage of contents, inventory and equipment						
Coverage - Building Totals		\$344,657.10	\$0.00	\$344,657.10		

Summary

	Repl. Cost	Depr.	ACV
Estimate Totals	\$344,657.10	\$0.00	\$344,657.10
Less Amount Not Subject To Overhead & Profit	(\$155,706.80)	\$0.00	(\$155,706.80)
Amount Subject To Overhead & Profit	\$188,950.30	\$0.00	\$188,950.30
Contractor's Overhead (10%)	\$18,895.03	\$0.00	\$18,895.03
Sub-Total	\$207,845.33	\$0.00	\$207,845.33
Contractor's Profit (10%)	\$20,784.53	\$0.00	\$20,784.53
Sub-Total	\$228,629.86	\$0.00	\$228,629.86
Amount Not Subject To Overhead & Profit	\$155,706.80	\$0.00	\$155,706.80
Total With Overhead & Profit	\$384,336.66	\$0.00	\$384,336.66
miami	\$12,756.68	\$0.00	\$12,756.68
Total With Tax	\$397,093.34	\$0.00	\$397,093.34
Less Deductible Applied (\$0.00 Maximum)	\$0.00		\$0.00
Net Claim	\$397,093.34	\$0.00	\$397,093.34

A copy of this document does not constitute a settlement of this claim. The above figures are subject to insurance company approval.

Accepted by _____



Price Database Legend

All prices from TCD08A0205.

w = Write-in

* = Modified

Adjuster Summary

Est ID #

737-808-0060

Property Damage Appraisers

Adjuster
IntegriClaim
Phone
Fax

1500 N W 3rd St
Suite # 101
Deerfield Beach, FL 33442
Phone (954) 596-2100 Fax (954) 596-0177

August 26, 2008

Insured Name Warehouse 1050 Corp., Eli Feldman
Loss Address 1052 N W 21st St. Miami, FL 33127
Phone Number (786) 486-1947
Other Phone
Ins Company

Policy #
Ins Claim #

Date of Loss

Narrative

Estimator scoped sight and found damage consistent with excessive water penetrating the interior. As a result of water, mold does exist behind interior walls. All visible damage written, All hidden damage will be additional. Completion time of said repairs would be approximately 6 months. Said estimate does not include damage to electronics (i.e. telephone, video, computer) as well as "Loss of Business" and accrued interest. We have reviewed numerous documents (i.e. photos, cancelled checks) related to this claim and our Professional Opinion is consistent with the attached estimate in order to restore said property to its "Pre-Loss Condition". A supplement is possible if additional costs are incurred due to an increase in labor and/or material. *** This estimate includes the total cost of restoration including roof and related items ***

Coverage - Building

Office (14' x 16' x 8')					
224 sf Floor	480 sf Wall	224 sf Ceiling	60 lf Floor	60 lf Ceiling	1,792 cf Volume
			Repl. Cost	Depr.	ACV OP RD
Remove Wall Stud, Complete (SF)	480 SF @ \$0.58		\$278.40	\$0.00	\$278.40
To include framing					
Replace Wall Stud, Complete (SF)	480 SF @ \$1.54		\$739.20	\$0.00	\$739.20
Remove Insulation, Wall, Batt, Un-Faced	480 SF @ \$0.15		\$72.00	\$0.00	\$72.00
Replace Insulation, Wall, Batt, Un-Faced	480 SF @ \$0.70		\$336.00	\$0.00	\$336.00
Remove Cable, Romex, Copper	60 LF @ \$0.68		\$40.80	\$0.00	\$40.80
Replace Cable, Romex, Copper	60 LF @ \$2.69		\$161.40	\$0.00	\$161.40
Remove Outlet/Receptacle	4 EA @ \$8.54		\$34.16	\$0.00	\$34.16
Replace Outlet/Receptacle	4 EA @ \$128.68		\$514.72	\$0.00	\$514.72
Remove Drywall, Wall	480 SF @ \$0.27		\$129.60	\$0.00	\$129.60
Replace Drywall, Wall	508.8 SF @ \$0.45		\$228.96		
	480 SF @ \$0.83		\$398.40		
			\$527.36		
Special Clean, Seal & Paint Walls	480 SF @ \$0.66		\$316.80	\$0.00	\$316.80
Remove Door, Ext., Wood, Pre-Hung	1 EA @ \$19.03		\$19.03	\$0.00	\$19.03
Replace Door, Ext., Wood, Pre-Hung	1 EA @ \$478.07		\$478.07	\$0.00	\$478.07

		Repl. Cost	Depr.	ACV OP RD
Remove Suspended Ceiling System. Comp. 2'x4'	224 SF @ \$0.37	\$82.88	\$0.00	\$82.88
Replace Suspended Ceiling System. Comp. 2'x4'	235.2 SF @ \$1.27	\$298.70	Material	
	224 SF @ \$0.64	\$143.36	Labor	
		\$442.06	\$0.00	\$442.06
Remove Suspended Ceiling Tile	224 SF @ \$0.13	\$29.12	\$0.00	\$29.12
Replace Suspended Ceiling Tile	235.2 SF @ \$0.54	\$127.01	Material	
	224 SF @ \$0.52	\$116.48	Labor	
		\$243.49	\$0.00	\$243.49
Remove Fixture. Fluorescent, Recessed	6 EA @ \$17.83	\$106.98	\$0.00	\$106.98
Replace Fixture. Fluorescent, Recessed	6 EA @ \$168.55	\$1,011.30	\$0.00	\$1,011.30
Remove Insulation. Ceiling, Batt. Faced	224 SF @ \$0.20	\$44.80	\$0.00	\$44.80
Replace Insulation. Ceiling, Batt. Faced	224 SF @ \$1.09	\$244.16	\$0.00	\$244.16
Sprinkler System	1 EA @ \$375.00 ^w	\$375.00	\$0.00	\$375.00 ^{N N}
Remove Base Molding. Resilient. Rubber	60 LF @ \$0.25	\$15.00	\$0.00	\$15.00
Replace Base Molding. Resilient. Rubber	63.6 LF @ \$0.83	\$52.79	Material	
	60 LF @ \$1.04	\$62.40	Labor	
		\$115.19	\$0.00	\$115.19
Remove & Reset Contents	1 EA @ \$85.00 ^w	\$85.00	\$0.00	\$85.00 ^{N N}
Remove Double Strength Glass	32 SF @ \$1.35	\$43.20	\$0.00	\$43.20
Replace Double Strength Glass	32 SF @ \$6.90	\$220.80	\$0.00	\$220.80
Remove Granite Floor	224 SF @ \$1.24	\$277.76	\$0.00	\$277.76
Replace Granite Floor	237.44 SF @ \$26.99	\$6,408.51	Material	
	224 SF @ \$8.19	\$1,834.56	Labor	
		\$8,243.07	\$0.00	\$8,243.07

Floor damaged from hydraulic lift due to excessive water as well as water penetrating the pores of the natural stone and causing discoloration

Remove Door Only. Bypass	1 EA @ \$3.09	\$3.09	\$0.00	\$3.09
Replace Door Only. Bypass	1 EA @ \$183.31	\$183.31	\$0.00	\$183.31

Closet Door

Remove Duct. Flex Steel	22 LF @ \$0.52	\$11.44	\$0.00	\$11.44
Replace Duct. Flex Steel	22 LF @ \$4.02	\$88.44	\$0.00	\$88.44
Remove Paneling. Prefinished	480 SF @ \$0.27	\$129.60	\$0.00	\$129.60
Replace Paneling. Prefinished	504 SF @ \$1.44	\$725.76	Material	
	480 SF @ \$0.77	\$369.60	Labor	
		\$1,095.36	\$0.00	\$1,095.36

Office Total \$16,838.59 \$0.00 \$15,838.59

Office # 2 (31' x 15' x 8')

465 sf Floor 736 sf Wall 465 sf Ceiling 92 lf Floor 92 lf Ceiling 3,720 cf Volume

		Repl. Cost	Depr.	ACV OP RD
Remove Wall Stud. Complete (SF)	736 SF @ \$0.58	\$426.88	\$0.00	\$426.88
Replace Wall Stud. Complete (SF)	736 SF @ \$1.54	\$1,133.44	\$0.00	\$1,133.44
Remove Insulation. Wall. Batt. Un-Faced	736 SF @ \$0.15	\$110.40	\$0.00	\$110.40

		Repl. Cost	Depr.	ACV OP RD
Replace Insulation, Wall, Batt, Un-Faced	736 SF @ \$0.70	\$515.20	\$0.00	\$515.20
Remove Cable, Romex, Copper	60 LF @ \$0.68	\$40.80	\$0.00	\$40.80
Replace Cable, Romex, Copper	60 LF @ \$2.69	\$161.40	\$0.00	\$161.40
Remove Outlet/Receptacle	4 EA @ \$8.54	\$34.16	\$0.00	\$34.16
Replace Outlet/Receptacle	4 EA @ \$128.68	\$514.72	\$0.00	\$514.72
Remove Drywall, Wall	736 SF @ \$0.27	\$198.72	\$0.00	\$198.72
Replace Drywall, Wall	780.16 SF @ \$0.45	\$351.07 Material		
	736 SF @ \$0.83	\$610.88 Labor		
		\$961.95	\$0.00	\$961.95
Special Clean, Seal & Paint Walls	736 SF @ \$0.66	\$485.76	\$0.00	\$485.76
Remove Door, Ext., Wood, Pre-Hung	1 EA @ \$19.03	\$19.03	\$0.00	\$19.03
Replace Door, Ext., Wood, Pre-Hung	1 EA @ \$478.07	\$478.07	\$0.00	\$478.07
Remove Suspended Ceiling System, Comp. 2'x4'	465 SF @ \$0.37	\$172.05	\$0.00	\$172.05
Replace Suspended Ceiling System, Comp. 2'x4'	488.25 SF @ \$1.27	\$620.08 Material		
	465 SF @ \$0.64	\$297.60 Labor		
		\$917.68	\$0.00	\$917.68
Remove Fixture, Fluorescent, Recessed	2 EA @ \$17.83	\$35.66	\$0.00	\$35.66
2 Fixture, Fluorescent, Recessed	2 EA @ \$168.55	\$337.10	\$0.00	\$337.10
Remove Insulation, Ceiling, Batt, Faced	465 SF @ \$0.20	\$93.00	\$0.00	\$93.00
Replace Insulation, Ceiling, Batt, Faced	465 SF @ \$1.09	\$506.85	\$0.00	\$506.85
Remove Suspended Ceiling Tile	465 SF @ \$0.13	\$60.45	\$0.00	\$60.45
Replace Suspended Ceiling Tile	488.25 SF @ \$0.54	\$263.65 Material		
	465 SF @ \$0.52	\$241.80 Labor		
		\$505.45	\$0.00	\$505.45
Sprinkler System	1 EA @ \$375.00 ^w	\$375.00	\$0.00	\$375.00 ^{N N}
Remove Base Molding, Resilient, Rubber	92 LF @ \$0.25	\$23.00	\$0.00	\$23.00
Replace Base Molding, Resilient, Rubber	97.52 LF @ \$0.83	\$80.94 Material		
	92 LF @ \$1.04	\$95.68 Labor		
		\$176.62	\$0.00	\$176.62
Remove & Reset Contents	1 EA @ \$85.00 ^w	\$85.00	\$0.00	\$85.00 ^{N N}
Replace Double Strength Glass	32 SF @ \$6.90	\$220.80	\$0.00	\$220.80
Remove Ceramic Floor, Thin Set	465 SF @ \$1.46	\$678.90	\$0.00	\$678.90
Replace Ceramic Floor, Thin Set	492.9 SF @ \$3.79	\$1,868.09 Material		
	465 SF @ \$4.56	\$2,120.40 Labor		
		\$3,988.49	\$0.00	\$3,988.49
Remove Duct, Flex Steel	22 LF @ \$0.52	\$11.44	\$0.00	\$11.44
Replace Duct, Flex Steel	22 LF @ \$4.02	\$88.44	\$0.00	\$88.44
Remove Paneling, Prefinished	736 SF @ \$0.27	\$198.72	\$0.00	\$198.72
Replace Paneling, Prefinished	772.8 SF @ \$1.44	\$1,112.83 Material		
	736 SF @ \$0.77	\$566.72 Labor		
		\$1,679.55	\$0.00	\$1,679.55
Office # 2 Total		\$15,234.73	\$0.00	\$15,234.73

Office # 3 (10' x 16' x 8')					
160 sf Floor	416 sf Wall	160 sf Ceiling	52 lf Floor	52 lf Ceiling	1,280 cf Volume
			Repl. Cost	Depr.	ACV OP RD

		Repl. Cost	Depr.	ACV OP RD
Remove Wall Stud. Complete (SF)	416 SF @ \$0.58	\$241.28	\$0.00	\$241.28
Replace Wall Stud. Complete (SF)	416 SF @ \$1.54	\$640.64	\$0.00	\$640.64
Remove Insulation. Wall. Batt. Un-Faced	416 SF @ \$0.15	\$62.40	\$0.00	\$62.40
Replace Insulation. Wall. Batt. Un-Faced	416 SF @ \$0.70	\$291.20	\$0.00	\$291.20
Remove Cable. Romex. Copper	60 LF @ \$0.68	\$40.80	\$0.00	\$40.80
Replace Cable. Romex. Copper	60 LF @ \$2.69	\$161.40	\$0.00	\$161.40
Remove Outlet/Receptacle	4 EA @ \$8.54	\$34.16	\$0.00	\$34.16
Replace Outlet/Receptacle	4 EA @ \$128.68	\$514.72	\$0.00	\$514.72
Remove Drywall. Wall	416 SF @ \$0.27	\$112.32	\$0.00	\$112.32
Replace Drywall. Wall	440.96 SF @ \$0.45	\$198.43		
	416 SF @ \$0.83	\$345.28		
		<u>\$543.71</u>	\$0.00	\$543.71
Special Clean. Seal & Paint Walls	416 SF @ \$0.66	\$274.56	\$0.00	\$274.56
Remove Door. Ext., Wood. Pre-Hung	1 EA @ \$19.03	\$19.03	\$0.00	\$19.03
Replace Door. Ext., Wood. Pre-Hung	1 EA @ \$478.07	\$478.07	\$0.00	\$478.07
Remove Suspended Ceiling System. Comp. 2'x4'	160 SF @ \$0.37	\$59.20	\$0.00	\$59.20
Replace Suspended Ceiling System. Comp. 2'x4'	168 SF @ \$1.27	\$213.36		
	160 SF @ \$0.64	\$102.40		
		<u>\$315.76</u>	\$0.00	\$315.76
Remove Fixture. Fluorescent. Recessed	2 EA @ \$17.83	\$35.66	\$0.00	\$35.66
Replace Fixture. Fluorescent. Recessed	2 EA @ \$168.55	\$337.10	\$0.00	\$337.10
Remove Insulation. Ceiling. Batt. Faced	160 SF @ \$0.20	\$32.00	\$0.00	\$32.00
Replace Insulation. Ceiling. Batt. Faced	160 SF @ \$1.09	\$174.40	\$0.00	\$174.40
Remove Suspended Ceiling Tile	160 SF @ \$0.13	\$20.80	\$0.00	\$20.80
Replace Suspended Ceiling Tile	168 SF @ \$0.54	\$90.72		
	160 SF @ \$0.52	\$83.20		
		<u>\$173.92</u>	\$0.00	\$173.92
Sprinkler System	1 EA @ \$375.00 ^w	\$375.00	\$0.00	\$375.00 ^{N N}
Remove Carpet & Pad (SF). Excellent	160 SF @ \$0.29	\$46.40	\$0.00	\$46.40
Replace Carpet & Pad (SF). Excellent	169.6 SF @ \$3.65	\$619.04		
	160 SF @ \$0.67	\$107.20		
		<u>\$726.24</u>	\$0.00	\$726.24
Remove Base Molding. Resilient. Rubber	52 LF @ \$0.25	\$13.00	\$0.00	\$13.00
Replace Base Molding. Resilient. Rubber	55.12 LF @ \$0.83	\$45.75		
	52 LF @ \$1.04	\$54.08		
		<u>\$99.83</u>	\$0.00	\$99.83
Remove & Reset Contents	1 EA @ \$85.00 ^w	\$85.00	\$0.00	\$85.00 ^{N N}
Remove Duct. Flex Steel	22 LF @ \$0.52	\$11.44	\$0.00	\$11.44
Replace Duct. Flex Steel	22 LF @ \$4.02	\$88.44	\$0.00	\$88.44
Remove Paneling. Prefinished	416 SF @ \$0.27	\$112.32	\$0.00	\$112.32
Replace Paneling. Prefinished	436.8 SF @ \$1.44	\$628.99		
	416 SF @ \$0.77	\$320.32		
		<u>\$949.31</u>	\$0.00	\$949.31
Office # 3 Total		\$7,070.11	\$0.00	\$7,070.11

8

Office # 4 (20' x 15' x 8')					
300 sf Floor	560 sf Wall	300 sf Ceiling	70 lf Floor	70 lf Ceiling	2,400 cf Volume

			Repl. Cost	Depr.	ACV OP RD
Remove Wall Stud. Complete (SF)	560 SF @ \$0.58		\$324.80	\$0.00	\$324.80
Replace Wall Stud. Complete (SF)	560 SF @ \$1.54		\$862.40	\$0.00	\$862.40
Remove Insulation. Wall. Batt. Un-Faced	560 SF @ \$0.15		\$84.00	\$0.00	\$84.00
Replace Insulation. Wall. Batt. Un-Faced	560 SF @ \$0.70		\$392.00	\$0.00	\$392.00
Remove Cable. Romex. Copper	60 LF @ \$0.68		\$40.80	\$0.00	\$40.80
Replace Cable. Romex. Copper	60 LF @ \$2.69		\$161.40	\$0.00	\$161.40
Remove Outlet/Receptacle	4 EA @ \$8.54		\$34.16	\$0.00	\$34.16
Replace Outlet/Receptacle	4 EA @ \$128.68		\$514.72	\$0.00	\$514.72
Remove Drywall. Wall	560 SF @ \$0.27		\$151.20	\$0.00	\$151.20
Replace Drywall. Wall	593.6 SF @ \$0.45		\$267.12		
	560 SF @ \$0.83		\$464.80		
			\$731.92	\$0.00	\$731.92
Special Clean. Seal & Paint Walls	560 SF @ \$0.66		\$369.60	\$0.00	\$369.60
Remove Door. Ext., Wood. Pre-Hung	1 EA @ \$19.03		\$19.03	\$0.00	\$19.03
Replace Door. Ext., Wood. Pre-Hung	1 EA @ \$478.07		\$478.07	\$0.00	\$478.07
Remove Suspended Ceiling System. Comp. 2'x4'	300 SF @ \$0.37		\$111.00	\$0.00	\$111.00
Replace Suspended Ceiling System. Comp. 2'x4'	315 SF @ \$1.27		\$400.05		
	300 SF @ \$0.64		\$192.00		
			\$592.05	\$0.00	\$592.05
Remove Fixture. Fluorescent. Recessed	2 EA @ \$17.83		\$35.66	\$0.00	\$35.66
Replace Fixture. Fluorescent. Recessed	2 EA @ \$168.55		\$337.10	\$0.00	\$337.10
Remove Insulation. Ceiling. Batt. Faced	300 SF @ \$0.20		\$60.00	\$0.00	\$60.00
Replace Insulation. Ceiling. Batt. Faced	300 SF @ \$1.09		\$327.00	\$0.00	\$327.00
Remove Suspended Ceiling Tile	300 SF @ \$0.13		\$39.00	\$0.00	\$39.00
Replace Suspended Ceiling Tile	315 SF @ \$0.54		\$170.10		
	300 SF @ \$0.52		\$156.00		
			\$326.10	\$0.00	\$326.10
Sprinkler System	1 EA @ \$375.00 ^w		\$375.00	\$0.00	\$375.00
Remove Carpet & Pad (SF). Excellent	300 SF @ \$0.29		\$87.00	\$0.00	\$87.00
Replace Carpet & Pad (SF). Excellent	318 SF @ \$3.65		\$1,160.70		
	300 SF @ \$0.67		\$201.00		
			\$1,361.70	\$0.00	\$1,361.70
Remove Base Molding. Resilient. Rubber	70 LF @ \$0.25		\$17.50	\$0.00	\$17.50
Replace Base Molding. Resilient. Rubber	74.2 LF @ \$0.83		\$61.59		
	70 LF @ \$1.04		\$72.80		
			\$134.39	\$0.00	\$134.39
Remove & Reset Contents	1 EA @ \$85.00 ^w		\$85.00	\$0.00	\$85.00
Remove Duct. Flex Steel	22 LF @ \$0.52		\$11.44	\$0.00	\$11.44
Replace Duct. Flex Steel	22 LF @ \$4.02		\$88.44	\$0.00	\$88.44
Remove Paneling. Prefinished	560 SF @ \$0.27		\$151.20	\$0.00	\$151.20
Replace Paneling. Prefinished	588 SF @ \$1.44		\$846.72		
	560 SF @ \$0.77		\$431.20		
			\$1,277.92	\$0.00	\$1,277.92

Adjuster Summary (MS/B 0120)
Est ID # 737-808-0060

		Repl. Cost	Depr.	ACV OP RD
Replace Paneling, Prefinished	453.6 SF @ \$1.44	\$653.18	Material	
	432 SF @ \$0.77	\$332.64	Labor	
		\$985.82	\$0.00	\$985.82
Office # 5 Total		\$6,595.31	\$0.00	\$6,595.31

Office # 6 (12' x 16' x 8')					
192 sf Floor	448 sf Wall	192 sf Ceiling	56 lf Floor	56 lf Ceiling	1,536 cf Volume

		Repl. Cost	Depr.	ACV OP RD
Remove Wall Stud, Complete (SF)	448 SF @ \$0.58	\$259.84	\$0.00	\$259.84
Replace Wall Stud, Complete (SF)	448 SF @ \$1.54	\$689.92	\$0.00	\$689.92
Remove Insulation, Wall, Batt. Un-Faced	448 SF @ \$0.15	\$67.20	\$0.00	\$67.20
Replace Insulation, Wall, Batt. Un-Faced	448 SF @ \$0.70	\$313.60	\$0.00	\$313.60
Remove Cable, Romex, Copper	1 LF @ \$0.68	\$0.68	\$0.00	\$0.68
Replace Cable, Romex, Copper	1 LF @ \$2.69	\$2.69	\$0.00	\$2.69
Remove Outlet/Receptacle	1 EA @ \$8.54	\$8.54	\$0.00	\$8.54
Replace Outlet/Receptacle	1 EA @ \$128.68	\$128.68	\$0.00	\$128.68
Remove Drywall, Wall	448 SF @ \$0.27	\$120.96	\$0.00	\$120.96
Replace Drywall, Wall	474.88 SF @ \$0.45	\$213.70	Material	
	448 SF @ \$0.83	\$371.84	Labor	
		\$585.54	\$0.00	\$585.54
Special Clean, Seal & Paint Walls	448 SF @ \$0.66	\$295.68	\$0.00	\$295.68
Remove Door, Ext., Wood, Pre-Hung	1 EA @ \$19.03	\$19.03	\$0.00	\$19.03
Replace Door, Ext., Wood, Pre-Hung	1 EA @ \$478.07	\$478.07	\$0.00	\$478.07
Remove Suspended Ceiling System, Comp. 2'x4'	192 SF @ \$0.37	\$71.04	\$0.00	\$71.04
Replace Suspended Ceiling System, Comp. 2'x4'	201.6 SF @ \$1.27	\$256.03	Material	
	192 SF @ \$0.64	\$122.88	Labor	
		\$378.91	\$0.00	\$378.91
Remove Fixture, Fluorescent, Recessed	1 EA @ \$17.83	\$17.83	\$0.00	\$17.83
Replace Fixture, Fluorescent, Recessed	1 EA @ \$168.55	\$168.55	\$0.00	\$168.55
Remove Insulation, Ceiling, Batt. Faced	192 SF @ \$0.20	\$38.40	\$0.00	\$38.40
Replace Insulation, Ceiling, Batt. Faced	192 SF @ \$1.09	\$209.28	\$0.00	\$209.28
Remove Suspended Ceiling Tile	192 SF @ \$0.13	\$24.96	\$0.00	\$24.96
Replace Suspended Ceiling Tile	201.6 SF @ \$0.54	\$108.86	Material	
	192 SF @ \$0.52	\$99.84	Labor	
		\$208.70	\$0.00	\$208.70
Sprinkler System	1 EA @ \$375.00 ^w	\$375.00	\$0.00	\$375.00 N N
Remove Carpet & Pad (SF), Excellent	192 SF @ \$0.29	\$55.68	\$0.00	\$55.68
Replace Carpet & Pad (SF), Excellent	203.52 SF @ \$3.65	\$742.85	Material	
	192 SF @ \$0.67	\$128.64	Labor	
		\$871.49	\$0.00	\$871.49
Remove Base Molding, Resilient, Rubber	56 LF @ \$0.25	\$14.00	\$0.00	\$14.00
Replace Base Molding, Resilient, Rubber	59.36 LF @ \$0.83	\$49.27	Material	
	56 LF @ \$1.04	\$58.24	Labor	
		\$107.51	\$0.00	\$107.51
Remove & Reset Contents	1 EA @ \$85.00 ^w	\$85.00	\$0.00	\$85.00 N N

	Repl. Cost	Depr.	ACV OP RD
Office # 4 Total	\$9,581.60	\$0.00	\$9,581.60

Office # 5 (12' x 15' x 8')					
180 sf Floor	432 sf Wall	180 sf Ceiling	54 lf Floor	54 lf Ceiling	1,440 cf Volume
			Repl. Cost	Depr.	ACV OP RD
Remove Wall Stud. Complete (SF)	432 SF @ \$0.58		\$250.56	\$0.00	\$250.56
Replace Wall Stud. Complete (SF)	432 SF @ \$1.54		\$665.28	\$0.00	\$665.28
Remove Insulation. Wall. Batt. Un-Faced	432 SF @ \$0.15		\$64.80	\$0.00	\$64.80
Replace Insulation. Wall. Batt. Un-Faced	432 SF @ \$0.70		\$302.40	\$0.00	\$302.40
Remove Cable. Romex. Copper	1 LF @ \$0.68		\$0.68	\$0.00	\$0.68
Replace Cable. Romex. Copper	1 LF @ \$2.69		\$2.69	\$0.00	\$2.69
Remove Outlet/Receptacle	1 EA @ \$8.54		\$8.54	\$0.00	\$8.54
Replace Outlet/Receptacle	1 EA @ \$128.68		\$128.68	\$0.00	\$128.68
Remove Drywall. Wall	432 SF @ \$0.27		\$116.64	\$0.00	\$116.64
Replace Drywall. Wall	457.92 SF @ \$0.45		\$206.06		
	432 SF @ \$0.83		\$358.56		
				Material	
			\$564.62	\$0.00	\$564.62
Special Clean. Seal & Paint Walls	432 SF @ \$0.66		\$285.12	\$0.00	\$285.12
Remove Door. Ext.. Wood. Pre-Hung	1 EA @ \$19.03		\$19.03	\$0.00	\$19.03
Replace Door. Ext.. Wood. Pre-Hung	1 EA @ \$478.07		\$478.07	\$0.00	\$478.07
Remove Suspended Ceiling System. Comp. 2'x4'	180 SF @ \$0.37		\$66.60	\$0.00	\$66.60
Replace Suspended Ceiling System. Comp. 2'x4'	189 SF @ \$1.27		\$240.03		
	180 SF @ \$0.64		\$115.20		
				Material	
			\$355.23	\$0.00	\$355.23
			\$17.83	\$0.00	\$17.83
Remove Fixture. Fluorescent. Recessed	1 EA @ \$17.83		\$17.83	\$0.00	\$17.83
Replace Fixture. Fluorescent. Recessed	1 EA @ \$168.55		\$168.55	\$0.00	\$168.55
Remove Insulation. Ceiling. Batt. Faced	180 SF @ \$0.20		\$36.00	\$0.00	\$36.00
Replace Insulation. Ceiling. Batt. Faced	180 SF @ \$1.09		\$196.20	\$0.00	\$196.20
Remove Suspended Ceiling Tile	180 SF @ \$0.13		\$23.40	\$0.00	\$23.40
Replace Suspended Ceiling Tile	189 SF @ \$0.54		\$102.06		
	180 SF @ \$0.52		\$93.60		
				Material	
			\$195.66	\$0.00	\$195.66
Sprinkler System	1 EA @ \$375.00 ^w		\$375.00	\$0.00	\$375.00
Remove Carpet & Pad (SF). Excellent	180 SF @ \$0.29		\$52.20	\$0.00	\$52.20
Replace Carpet & Pad (SF). Excellent	190.8 SF @ \$3.65		\$696.42		
	180 SF @ \$0.67		\$120.60		
				Material	
			\$817.02	\$0.00	\$817.02
Remove Base Molding. Resilient. Rubber	54 LF @ \$0.25		\$13.50	\$0.00	\$13.50
Replace Base Molding. Resilient. Rubber	57.24 LF @ \$0.83		\$47.51		
	54 LF @ \$1.04		\$56.16		
				Material	
			\$103.67	\$0.00	\$103.67
Remove & Reset Contents	1 EA @ \$85.00 ^w		\$85.00	\$0.00	\$85.00
Remove Duct. Flex Steel	22 LF @ \$0.52		\$11.44	\$0.00	\$11.44
Replace Duct. Flex Steel	22 LF @ \$4.02		\$88.44	\$0.00	\$88.44
Remove Paneling. Prefinished	432 SF @ \$0.27		\$116.64	\$0.00	\$116.64

MOORE INGRAM JOHNSON & STEELE

A LIMITED LIABILITY CORPORATION
WWW.MIJS.COM

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September 5, 2008

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JOHN L. JOHNSON III
ALSO ADMITTED IN FL
ALSO ADMITTED IN GA
ALSO ADMITTED IN AL
ALSO ADMITTED IN LA
ADMITTED ONLY IN VA

VIA FACSIMILE: 305-325-1966

Mr. Elan Feldman
J&J Refrigeration Supply Company
1050 N.W. 21st Street
Miami, FL 33133

Re: Claim of Elan Feldman d/b/a J&J Refrigeration Supply Company

Dear Mr. Feldman:

This letter serves as a response to the documentation you recently submitted to Comcast and the recent estimate and proposed Release you submitted to Liberty Mutual. At this time, Comcast can not accept and be bound by the Release document you signed.

I would like to state that Comcast is and always has been willing to compensate you for the damage to your building caused by Comcast's cable. The issue has always been that we do not agree on the amount of the damages. More specifically, it is our position that the roof repair performed in January 2006 fully resolved the roof issue. Comcast's past settlement offers included reimbursement for that repair and other items.

The documentation you provided confirms the roof work performed in January 2006 met all applicable codes and there is no documentation that the current roof is structurally deficient. The appraisal you forwarded sets forth the cost for the replacement of this roof but does not include any structural engineer report indicating that the roof is structurally deficient. Perhaps the adjuster is a structural engineer and provided you with such a report. If he did, please forward same. Additionally, the previous information which you supplied about the current roof does not indicate that it was a temporary roof. Instead it passed all inspections and appears to have been designed as a permanent roof.

MOORE INGRAM JOHNSON & STEELE

Mr. Elan Feldman
I&J Refrigeration Supply Company
September 5, 2008
Page Two

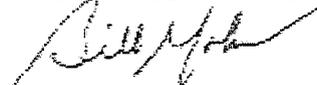
Given the fact that we have had so much difficulty in reaching mutually acceptable figures we have suggested in the past and stand willing to agree to a binding arbitration with an arbitrator who is acceptable to each of us. Binding arbitration would resolve the case one way or the other. It would allow both sides to present their case and a neutral third party then decides the appropriate compensation. As before, we are willing to allow a judge to choose that neutral third party in order to assure you of impartiality.

Once again, I want make clear that Comcast agrees that they owe you money for damage to your building caused by Comcast's cable. If we can reach an agreement on the amount of the damages, or on a procedure which will determine the amount, Comcast stands ready and willing to meet that obligation.

Please contact me so we can discuss this matter and work toward a resolution. Your attention to this matter is appreciated.

Very truly yours,

MOORE INGRAM JOHNSON & STEELE, LLP



William R. Johnson

WRJ:fg