



AB

MEETING NOTICE

Welcome

We are glad you have joined us for the April 28, 2021 CRA Advisory Board meeting. In response to the COVID-19 pandemic social distancing efforts, City Hall is open to the public with limited seating. We encourage members of the public to participate by watching the virtual meeting online or listening by phone and providing live public comment or submitting written public comment in advance. Options to watch and participate in the meeting while it is occurring is available on orlando.gov/virtualmeetings.

The Board is pleased to hear all non-repetitive public comment. Large groups are requested to name a spokesperson. When you are recognized, state your name and address, direct all your remarks to the Board and limit your comments to 5 minutes per item or as set during the meeting.

The City of Orlando encourages courteous, civil discourse in online settings. Persons making public comment are asked to conduct themselves with the same rules of decorum as they would in a traditional public meeting.

Live Public Comment

- [Join the live virtual meeting](#)

Call into the virtual meeting by dialing any of these phone numbers:

- 312.626.6799
- 312.626.6799
- 929.205.6099
- 253.215.8782
- 301.715.8592
- 346.248.7799
- 669.900.6833

Once dialed-in and prompted, enter the Webinar ID: 874 7688 1353

- Use the “Raise Hand” feature to request to speak when prompted (or dial *9 if on the phone)
- Wait to be recognized (either by name or by the last 4 digits of your phone number)
- Provide name and address when called upon

Written Public Comment

Written public comment must include your name, address, phone number, and topic. Comments are limited to a maximum of 700 words per item. To submit written public comment, select one of the following options: (1) complete an online comment form on orlando.gov/publiccomments, (2) email to publiccomments@orlando.gov, (3) mail to City Clerk, Public Comment 400 South Orange Avenue Orlando, FL 32801, or (4) drop off to the 1st

floor Security Station at City Hall. Written public comments received 24 hours in advance of the meeting are distributed to the Board and attached to the related agenda item for public viewing.

Note: Comments that do not include the required information will not be distributed or attached to the agenda. All comments received are public record.

Anyone requiring assistance to participate in this virtual meeting should contact the City Clerk's Office as soon as possible at 407-246-2251 or cityclerk@orlando.gov

AGENDA

1. Call Meeting to Order
2. Roll Call
3. Approval of Minutes - Approval of March 24, 2021
4. Lake Eola Masterplan Update – Thomas C. Chatmon Jr., Executive Director
5. Public Comment
6. New Business
 - a. Retail Stimulus Program Funding Agreement: Dexter's Original Birdland, LLC – Michael Whiteman, Economic Development Coordinator III
 - b. Retail Stimulus Program Funding Agreement: Boba ETC Inc. – Michael Whiteman, Economic Development Coordinator III
 - c. Parramore Oaks Phase Two - Fourth Amendment to Purchase and Sale Agreement – Thomas C. Chatmon Jr., Executive Director
7. Date of Next Meeting
8. Adjournment

Persons wishing to appeal any decision made with respect to any matter considered at the Community Redevelopment Agency Advisory Board meeting, will need a record of the proceedings; for this purpose, such person may need to ensure that a verbatim record of the proceedings is made to include the testimony and evidence upon which the appeal is to be based. Persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk's Office 24 hours in advance of the meeting at 407-246-2251

Downtown Development Board/Community Redevelopment Agency
Orlando City Hall, 6th Floor, 400 South Orange Ave., P.O. Box 4990, Orlando, FL 32802
Phone: (407) 246-2558 Fax: (407) 246-3359 [www: downtownorlando.com](http://www.downtownorlando.com)



MEMORANDUM

TO: Bill Lambert, Chair
Jamie Barati, Vice Chair
Marissa John
Monica McCown
Eugene Jones
Doug Taylor
Commissioner Victoria Siplin

FROM: Thomas C. Chatmon Jr., Executive Director of the Downtown Development Board/Community Redevelopment Agency

DATE: April 28, 2021

SUBJECT: Agenda items to be considered at the Community Redevelopment Agency Advisory Board Meeting for Wednesday, April 28, 2021.

Approval of Minutes:

Staff will be available to answer any questions prior to Board consideration of approving the minutes of the March 24, 2021 Community Redevelopment Agency Advisory Board Meeting.

Lake Eola Masterplan Update – Thomas C. Chatmon Jr., Executive Director

Public Comment:

New Business:

- a. **Retail Stimulus Program Funding Agreement: Dexter's Original Birdland, LLC – Michael Whiteman, Economic Development Coordinator III** - In 2010, the Community Redevelopment Agency (CRA) created the CRA Retail Stimulus Program to attract strong retail operators and to achieve high-quality interior buildouts of new retail establishments within the CRA. In 2020, the Program was amended to allow qualifying businesses to be eligible for up to \$75,000 or 50% of the total cost of tenant improvements related costs, whichever is less, as well as to allow a one-time award of up to \$25,000 to cover rent expenses. The maximum funding amount per eligible business is \$100,000.

Dexter's Original Birdland, LLC has applied for funding under the Program to make eligible improvements to the restaurant space located at 595 West Church Street, Suite E, Orlando, FL 32805. Funding received would be used for drywall repairs, painting, flooring, plumbing, fire and alarm sprinkler system, HVAC, electrical and countertops. The total cost associated with the improvements is \$94,383.00 based on the estimates provided. The applicant is eligible for \$47,191.50 for tenant improvements and \$14,400 in rent assistance. The total funding amount that Dexter's Original Birdland, LLC is eligible for is \$61,591.50.

Staff requests that the CRA Advisory Board recommend to the CRA approval the CRA Retail Stimulus Program Funding Agreement between the Community Redevelopment Agency and Dexter's Original Birdland, LLC for the business located at 595 West Church Street, Suite E, Orlando, FL 32805, subject to review and approval of the City Attorney's Office, and authorization for the Chair of the CRA and Executive Director to execute such Funding Agreement.

- b. **Retail Stimulus Program Funding Agreement: Boba ETC Inc. – Michael Whiteman, Economic Development Coordinator III** - In 2010, the Community Redevelopment Agency (CRA) created the CRA Retail Stimulus Program to attract strong retail operators and to achieve high-quality interior buildouts of new retail establishments within the CRA. In 2020, the Program was amended to allow qualifying businesses to be eligible for up to \$75,000 or 50% of the total cost of tenant improvements related costs, whichever is less, as well as to allow a one-time award of up to \$25,000 to cover rent expenses. The maximum funding amount per eligible business is \$100,000.

Boba ETC Inc. has applied for funding under the Program to make eligible improvements to the restaurant space located at 12 N Summerlin Ave, Orlando, FL 32801. Funding received would be used for plumbing, fire and alarm sprinkler system, mechanical, electrical, countertops, demolition, and structural improvements. The total cost associated with eligible improvements is \$118,678.63 based on the estimates provided. The applicant is eligible for \$59,339.32 for tenant improvements and \$25,000.00 in rent assistance. The total funding amount that Boba ETC Inc. is eligible for is \$84,339.32.

Staff requests that the CRA Advisory Board recommend to the CRA approval the CRA Retail Stimulus Program Funding Agreement between the Community Redevelopment Agency and Boba ETC Inc. for the business located at 12 N Summerlin Ave, Orlando, FL 32801, subject to review and approval of the City Attorney's Office, and authorization for the Chair of the CRA and Executive Director to execute such Funding Agreement.

- c. **Parramore Oaks Phase Two - Fourth Amendment to Purchase and Sale Agreement – Thomas C. Chatmon Jr., Executive Director** - In December 2016, the CRA entered into Purchase and Sale Agreements (Phase 1 and Phase 2) and a Development Agreement with InVictus Development, LLC (InVictus) for its purchase and development of the Parramore Oaks project on property owned by the City and CRA. As InVictus was successful in obtaining Low Income Housing Tax Credits (LIHTC) through the Florida Housing Finance Corporation (FHFC) for Phase I of the Project, construction of the first 120 units were complete in 2019. Pursuant to the terms of the Phase 2 Purchase and Sale Agreement, as previously amended, InVictus's assignee, Bright Community Trust Inc., is working to finance the second phase of the Project and was awarded CDBG funds available in RFA 2019-102 for Phase 2 of the Project.

Due to recent conditions, Florida Housing Finance Corporation (FHFC) has extended the deadline for completing credit underwriting in order to obtain a commitment from FHFC under RFA 2019-102 to October 28, 2021. As such, this Fourth Amendment to Purchase and Sale Agreement extends the closing date for the sale of the Phase 2 Property to November, 1, 2021.

Staff is requesting that the CRA Advisory Board recommend to the CRA approval of the Fourth Amendment to Purchase and Sale Agreement (Phase Two Property), subject to review and approval of the City Attorney's Office, and authorization for the Chairman and Executive Director to execute the Amendment, deed(s) and other related closing documents.

Date of Next Meeting: The next CRA Advisory Board meeting will be held May 26, 2021 at 3:00 p.m.

Adjournment

Community Redevelopment Agency (CRA) Retail Stimulus Program Funding Agreement

This AGREEMENT (the “Agreement”) is made and entered into this ____ day of _____, 2021, by and between the **Community Redevelopment Agency of the City of Orlando, Florida**, a body politic and corporate of the State of Florida (hereinafter referred to as the “CRA”), whose address is 400 South Orange Avenue, Orlando, Florida 32802, and **Dexter’s Original Birdland, LLC**, (hereinafter referred to as “the Grantee”) whose principal address is 2927 Westyn Cove Lane, Ocoee, Florida 34761 and Church Street Retail Partners I, LLC, (hereafter referred to as “the Property Owner”) whose mailing address is 101 South Terry Avenue, Orlando, Florida 32805, (hereinafter collectively referred to as “the parties”).

WITNESSETH

WHEREAS, the CRA was created as a public body corporate and politic of the State of Florida, for the purposes of the community redevelopment objectives of Part III, Chapter 163, Florida Statutes; and

WHEREAS, in an effort to accomplish the objectives of Part III, Chapter 163, Florida Statutes and the goals of the Downtown Orlando Community Redevelopment Plan (the “Plan”) by eradicating blight and preserving and enhancing the tax base in the Downtown Orlando Community Redevelopment Area (the “Area”), the CRA established the Community Redevelopment Agency Retail Stimulus Amended and Restated Program (the “Program”) in order to encourage property owners and business owners to rehabilitate and revitalize building structures and façades in certain targeted zones within the Area; and

WHEREAS, this Program is intended to attract quality retail operators and to achieve high-quality interior buildout of retail establishment within the core of downtown by supplementing the tenant improvement allowance made available to tenants by property owners, which will make downtown properties as financially competitive as shopping centers within the Area; and

WHEREAS, such rehabilitation and revitalization will assist in the elimination of blight in the targeted zones and also assist with the retaining and attracting business and economic development, increasing job opportunities, and otherwise promoting the general health, safety, and welfare of the City of Orlando, Florida; and

WHEREAS, the CRA has adopted policies, procedures and conditions for the Program which are applicable to the grant made pursuant to this Agreement and which are attached hereto as **Exhibit “A”** and incorporated herein by this reference; and

WHEREAS, the Grantee is presently the tenant of certain real property more particularly described in **Exhibit “B”**, which is located within the Area (“the Property”); and

WHEREAS, the Grantee desires to enter into an agreement with the CRA providing for the provision of financial assistance for improvements (“Improvements”) that will be made to the Property (“the Project”) and rent abatement in accordance with Program guidelines.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the sufficiency and delivery of which are hereby acknowledged and confirmed, the parties agree and promise as follows:

1. Preamble. By this reference, the preamble set forth above is incorporated herein as a meaningful and substantive part of this Agreement.

2. Funding. Subject to the Grantee complying with all terms and conditions contained in this Agreement, including any and all exhibits hereto, the CRA shall award to the Grantee an amount not to exceed the sum of Sixty-One Thousand, Five Hundred, Ninety-One Dollars and Fifty Cents (\$61,591.50) for reimbursement of the goods and services Grantee acquired for the Improvements to the Property located at **595 West Church Street, Ste. E, Orlando, Florida 32805** as set forth in **Exhibit “B”**. The total award to the Grantee includes the amount of Fourteen Thousand, Four Hundred Dollars and No Cents (\$14,400.00) for rent abatement and Forty-Seven Thousand, One Hundred, Ninety-One Dollars and Fifty-Cents (\$47,191.50) for tenant improvements.

Repayment to the CRA shall be deferred for a three (3) year period and no interest shall accrue upon the principal of the total grant amount. The total grant amount shall depreciate at 33% for the first two years and 34% for the third year of the deferment period. At the end of the three-year period, the grant shall be forgiven in its entirety on the condition that the Improvements are installed and maintained in reasonably good condition and no default or breach of this Agreement has occurred during the deferment period. The grant shall be paid to the Grantee only upon completion of the work and upon proof shown that Grantee has in fact paid for the goods and services for which Grantee seeks reimbursement.

3. Disbursement of Funds. Upon final completion of the Project, the Grantee shall request a final walk-through with CRA staff to confirm construction was completed in the manner approved by the Program Manager and in accordance with the proposed work set forth in **Exhibit “B”**, and to determine compliance with the terms of the Program’s guidelines in **Exhibit “A”** and this Agreement. Upon such determination of compliance, Grantee shall submit a request for reimbursement from the CRA. The request shall be in writing and shall include billing documentation including, but not limited to, invoices, receipts, release of liens, photos of the finished work, and affidavits in order to support the reimbursement request. The CRA shall provide financial assistance in a sum not to exceed 50% of the total Project cost based upon the lowest bid provided by the Grantee or a sum equal to the award amount provided in paragraph 2, whichever is less.

The CRA reserves the right to deny a request for reimbursement if the completed Improvements made to the Property substantially deviate from the Improvements originally contemplated in the Program Manager’s approval and this Agreement, and the Grantee failed to obtain approval of such deviations from the Program Manager.

The CRA shall make rent abatement payments to the Grantee on a quarterly basis upon the CRA's receipt of proof of rent payments made by the Grantee to its landlord for that quarter.

4. Use of Funds. Grantee shall use the funds for eligible improvements as set forth in the Program's guidelines and rent abatement. Funds shall not be used for any new building construction and new building additions, refinancing existing debt, non-fixed improvements, inventory, equipment, payroll, improvements or expenditures made prior to execution of the Agreement, general periodic maintenance, consultant fees, and costs associated with architectural design or preparation of construction documents.

5. Release of Liens. The CRA shall withhold funding until Grantee provides the CRA with Releases of Liens from all contractors, subcontractors, and suppliers and otherwise demonstrates that it has fully complied with the requirements of part 1, Construction Liens, Chapter 713, Florida Statutes, and has fully complied with all the terms and conditions contained in this Agreement.

6. Project Completion Deadline. The Project set forth in **Exhibit "B"** shall be initiated and completed within one (1) year after the Effective Date hereof. Any unspent funds allocated to this Agreement remaining at the end of the first year following the Effective Date shall be returned to the Program and no longer be available for use by the Grantee, unless the Executive Director of the CRA has, at his or her discretion, granted the Grantee an extension of time.

7. Records. The Grantee shall compile and maintain accurate books and records indicating its compliance with the requirements of this Agreement, and shall make such records available at a mutually agreed upon time for inspection and audit by the CRA staff during regular business hours.

8. Covenants, Representations, and Acknowledgements of Grantee. The Grantee hereby covenants, represents, and acknowledges the following conditions to funding:

- a. The Grantee shall at all times be in compliance with the Orlando City Code, including, but not limited to, code sections pertaining specifically to planning, zoning and permitting. This part is not intended to preclude the City of Orlando from granting the Grantee certain waivers, exemptions, or variances as allowed under the Orlando City Code; and
- b. The Grantee shall maintain occupancy for a minimum of three (3) years from the effective date of the Agreement.

9. Default. The following shall constitute an Event of Default if occurred during the term of this Agreement:

- a. The Grantee's failure to comply with any of the terms and conditions of this Agreement and exhibits attached hereto thirty (30) calendar days after receiving written notice from the CRA stating the nature of the violation(s) and the remedy to cure such violation(s). If necessary, an extension of time to cure the

violation(s) may be granted at the discretion of the CRA Executive Director, or his or her designee.

- b. The Grantee's abandonment of the Property for any reason;
- c. Demolition or removal of the completed Improvements for any reason without prior approval from the CRA, which shall not be unreasonably withheld;
- d. The Grantee or the Property incurs a code enforcement lien; or
- e. Grantee makes a material representation in any certification or a communication submitted by the Grantee to the CRA in an effort to induce the award of the grant or the administration thereof which is determined to be false, misleading or incorrect in any material manner.

10. Remedies. Upon the occurrence of any uncured Event of Default, the CRA shall be free to terminate this Agreement upon ten (10) days written notice, withhold all funding, seek reimbursement of funds already disbursed, and/or exercise all rights and remedies available to it under the terms of this Agreement, or under statutory law, equity, or common law. All remedies shall be deemed cumulative and, to the extent permitted by law, the election of one or more remedies shall not be construed as a waiver of any other remedy the CRA may have available to it.

If the CRA seeks reimbursement of funds, the Grantee shall pay the CRA a pro rata share (using a three-year amortization schedule) of the total grant amount.

11. No Waiver. Failure of the CRA to declare a default shall not constitute a waiver of any rights by the CRA. In addition, the waiver of any default by the CRA shall in no event be construed as a waiver of rights with respect to any other default, past or present. Furthermore, failure of either party to insist upon the prompt or full performance of any obligation pursuant to this Agreement shall not be deemed a waiver of such obligation or of the right to insist upon the prompt and full performance of such obligation or of any other obligation or responsibility established by this Agreement.

12. Merger. This Agreement supersedes any and all agreements, whether oral or in writing, between the CRA and Grantee with respect to the subject matter hereof. The CRA and Grantee acknowledge and agree that no representations, inducements, promises, or statements, whether oral or in writing, have been made by either party, or anyone acting on behalf of a party, which are not expressly set forth herein.

13. Modification. Any waiver, alteration, or modification of any part or provision of this Agreement, or the cancellation or replacement of this Agreement shall not be valid unless in writing and executed by the parties hereto.

14. Indemnification. To the extent permitted by law, the Grantee shall release, indemnify, defend, and hold harmless the CRA, its elected officials and appointed officials, officers, agents, and

employees, from and against all claims, damages, losses, and expenses (including all reasonable attorneys' fees and costs, and reasonable attorneys' fees and costs on appeal), or liability arising out of or resulting from the Project, the Grantee's performance under this Agreement, and which are caused in whole or in part by the Grantee, its agents, employees or subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable.

15. Insurance. Without limiting Grantee's indemnification, the Grantee shall maintain in force at all times during the performance of this Agreement all appropriate policies of insurance hereinafter described. Certificates with valid and authorized endorsements, evidencing the maintenance and renewal of such insurance coverage shall be delivered to CRA staff thirty (30) days in advance of cancellation or modification of any policy of insurance. The CRA shall be added as an additional insured on all policies of liability insurance. All policies of insurance shall be in a company or companies authorized by law to transact insurance business in the State of Florida. In addition, such policy shall provide that the coverage shall be primary for losses arising out of Grantee's performance of the Agreement. Neither the CRA nor any of its insurers shall be required to contribute to any such loss. The policies and insurance which must be secured are:

a. Commercial General Liability Insurance: If the Property is commercial, the Grantee must secure commercial general liability insurance to include, but not limited to, bodily injury and property damage coverage. The policy's liability limit amount shall not be less than \$500,000 Combined Single Limit (CSL) per person/per occurrence for bodily injury to, or death to one or more than one person, and not less than \$100,000 per occurrence for property damage.

b. Worker's Compensation Coverage: The Grantee shall provide Worker's Compensation coverage for all employees in accordance with Florida law at the site location, and in case any work is subcontracted, will require the subcontractor to provide Worker's Compensation for all its employees.

16. Agency. The Grantee and CRA, and their respective agents, representatives, officers, employees, contractors, subcontractors, or other related parties, shall perform their respective duties and responsibilities under this Agreement as independent entities and not as agents of each other.

17. Third-party Beneficiaries. This Agreement is solely for the benefit of the parties signing hereto and their successors and assigns, and no right, nor any cause of action, shall accrue to or for the benefit of any third party.

18. Assignment. The Grantee shall not assign or transfer any interest in this Agreement without the prior written consent of the CRA, which shall not be unreasonably withheld.

19. Acknowledgment. None of the provisions, terms, and conditions contained in the Agreement are meant to modify any existing lease, contract, or agreement between the Grantee or the Grantee's business and the Property Owner. The sole purpose of the Property Owner executing the Agreement is to demonstrate recognition and acknowledgment of any changes, modifications, or

alterations being made to the Property by the Grantee with the funding assistance provided under the terms of the Agreement.

20. No Grant of Vested Rights. This Agreement shall not be construed as granting or assuring or vesting any land use, zoning, development approvals, permission or rights with respect to the Property or any other property owned or leased by Grantee.

21. Severability. Any provision or part of this Agreement that is declared invalid by a court of competent jurisdiction shall be severable, the remainder continuing in full force and effect, but only to the extent that the remainder does not become unreasonable, absurd, or otherwise contrary to the purpose and intent of this Agreement.

22. Controlling law and venue. This Agreement shall be governed and interpreted in accordance with Florida law. All proceedings or actions in law or equity shall be brought and heard in Orange County, Florida.

23. Lawfulness. Grantee shall comply with all applicable laws, ordinances, and codes, including all applicable environmental regulations, and shall, at its own expense, secure all permits and licenses necessary to perform its duties and responsibilities under this Agreement.

24. No Liability or Monetary Remedy. The Grantee hereby acknowledges and agrees that it is sophisticated and prudent in business transactions and proceeds at its own risk under advice of its own counsel and advisors and without reliance on the CRA, and that the CRA bears no liability for direct, indirect or consequential damages arising in any way out of this Agreement. The only remedy available to the Grantee for any breach by the CRA is one of mandamus to require the CRA's specific performance under the terms and conditions of this Agreement.

25. Binding Nature of Agreement. This Agreement shall be binding, and shall inure to the benefit of the successors or assigns of the parties hereto, and shall be binding upon and inure to the benefit of any person, firm, or corporation that may become the successor in interest, directly or indirectly, to the Grantee, or any portion thereof.

26. Relationship. This Agreement does not evidence the creation of, nor shall it be construed as creating a partnership or joint venture between the Grantee and the CRA. The Grantee cannot create any obligation or responsibility on behalf of the CRA or bind the CRA in any manner. Each party is acting for its own account, and it has made its own independent decisions to enter into this Agreement and as to whether the same is appropriate or proper for it based upon its own judgment and upon advice from such advisors, as it has deemed necessary. Each party acknowledges that it is not acting as a fiduciary for or any advisor to the other in respect to this Agreement or any responsibility or obligation contemplated herein. The Grantee further represents and acknowledges that no one was paid a fee, commission, gift, or other consideration by the Grantee as an inducement to entering into this Agreement.

27. Personal Liability. No provision of this Agreement is intended, nor shall any be construed, as a covenant of any official (either elected or appointed), director, employee or agent of the CRA in

an individual capacity and neither shall any such individuals be subject to personal liability by reason of any covenant or obligation of the CRA contained herein.

28. Correspondence. All correspondence and notice related to this Agreement shall be deemed delivered when (i) hand delivered to the office designated below, or (ii) upon receipt of such correspondence or notice when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, addressed as set forth below, or at such other address as either the CRA, Grantee, or Property Owner shall have specified by written notice to the other delivered in accordance with this part.

- a. If to the CRA: Community Redevelopment Agency
 Orlando City Hall
 400 S. Orange Avenue
 Orlando, Florida 32801
 (with a copy to City Attorney's Office)
- b. If to the Grantee: Dexter's Original Birdland, LLC
 595 West Church Street, Ste. E
 Orlando, Florida 32805

29. Authority. The execution of this Agreement has been duly and legally authorized by the appropriate body or official(s) of both the CRA and Grantee. The CRA and the Grantee have complied with all applicable requirements of law, and both have full power and authority to comply with the terms and provisions of this Agreement.

30. Effective Date. The effective date of this Agreement shall be the latest date of execution by the parties.

31. Term. The term of this Agreement shall be three (3) years, commencing on the Effective Date.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year indicated below.

[SIGNATURES ON THE NEXT PAGES]

**DEXTER'S ORIGINAL BIRDLAND,
LLC,**

By: _____
Print Name: _____
Title: _____

WITNESS:

Print Name: _____

STATE OF FLORIDA
COUNTY OF ORANGE

Personally appeared before me by means of ☐ physical appearance or ☐ online notarization, the undersigned authority, _____, on this ____ day of _____, 2021, who is the _____ of the above-named company, who is the Grantee. He/she is personally known to me or has produced a ☐ Driver's License or ☐ _____ as identification and did/did not take an oath.

NOTARY PUBLIC
Print Name: _____
My Commission Expires: _____

**CHURCH STREET RETAIL
PARTNERS I, LLC,**

By: _____
Print Name: _____
Title: _____

WITNESS:

Print Name: _____

STATE OF FLORIDA
COUNTY OF ORANGE

Personally appeared before me by means of ☐ physical appearance or ☐ online notarization, the undersigned authority, _____, on this ____ day of _____, 2021, who is the _____ of the above-named company, who is the Property Owner. He/she is personally known to me or has produced a ☐ Driver's License or ☐ _____ as identification and did/did not take an oath.

NOTARY PUBLIC

Print Name: _____

My Commission Expires: _____

**COMMUNITY REDEVELOPMENT AGENCY
of the City of Orlando**

Chairman, Buddy Dyer

Date

ATTEST:

Executive Director

APPROVED AS TO FORM AND LEGALITY

for the use and reliance of the
CRA/City of Orlando, Florida, only.

_____, 2021

Assistant City Attorney
Orlando, Florida

EXHIBIT “A”
Program Guidelines

Community Redevelopment Agency (CRA)
CRA Retail Stimulus Program
(Revised October 2020)

Program Overview

It is standard practice in the commercial real estate industry for property owners to provide a Tenant Improvement Allowance (“T.I.”) towards construction of a newly leased premise. Often, the amount of the T.I. becomes the determining factor in a retailer’s decision to enter into a lease for a specific property. The CRA Retail Stimulus Program (the “Program”) seeks to make downtown properties as financially competitive as area shopping centers by supplementing the T.I. made available to tenants within the Downtown Orlando Community Redevelopment Area (“Area”) with pre-leasing/leasing agreements and thereby attract quality retail operators to these underserved urban locations. The Program was designed to attract quality retail operators and to achieve high-quality interior buildout of retail establishment within the core of downtown Orlando. Applicants shall be eligible to receive up to \$75,000 or 50% of the total cost of T.I related costs, whichever is less. Applicants shall also be able to receive a one-time award of up to \$25,000 to cover rent expenses. Rent abatement payments are to be made quarterly on a reimbursement basis i.e. a business would receive up to \$6,250 a quarter for a total of \$25,000. The maximum total funding amount under the Program per eligible business is \$100,000. Moreover, the Program is consistent with the redevelopment goals and principles set forth in the Downtown Orlando Community Redevelopment Area Plan, as amended (“DTOutlook” or the “Plan”) related to retail revitalization. Chapter 4F of the Plan specifically calls for the CRA to seize the opportunity to improve the stock of retail ready space and pursue diversification of retail options within the Area. The additional Plan goals which the Program seeks to fulfill are:

- Attracting employers and retailers to downtown Orlando.
- Supporting incentives for restaurant and retail location and expansion within the CRA.
- Promoting and encouraging neighborhood-oriented retail and services in the CRA,
- Supporting retail development through incentive programs and other strategies to reduce barriers to entry in the downtown market.
- Promoting uses that activate storefronts throughout the day, helping to eliminate “dead zones.”
- Supporting renovations and adaptive reuse of existing buildings

Eligibility

The intent of the Program is to establish downtown Orlando as a reputable retail destination. It is the desire of the CRA to create an environment that boasts exceptional tenants, increases

market share, and brands downtown as an authentic and niche urban shopping destination within the Central Florida retail market. The eligibility criteria are as follows:

- Expansions or relocations of businesses currently located within the Area to another location within the Area are eligible for funding only if a business is increasing its space (sq. ft.) by 125% or more based on its current square footage.
- Any property under consideration must be free of all City of Orlando imposed liens (excluding special assessments) and property taxes must be current at the time of application.
- The Program is for retail and consumer service uses. Bars, nightclubs, tattoo parlors, office use, and professional services (i.e. financial services, legal services, insurance, real estate, check cashing) are excluded from consideration.
- City owned properties are excluded from consideration.
- May not be combined with the Downtown Commercial and Residential Building Improvement Program (DCRBIP), or the Minority/Women Entrepreneur Business Assistance Program (MEBA).

Improvements Eligible for Reimbursement

Grant funds cannot be used for non-fixed equipment or inventory. Generally acceptable improvements are those that can be used by a future tenant in the same leased premises and which will remain in the space upon vacation of the premises by the Applicant, such as:

- Electrical Repair/Upgrade
- HVAC / Mechanical Repair or Upgrades
- Plumbing
- Dry Wall
- Feature Walls
- Flooring
- Windows / Doors
- Lighting
- Life Safety Improvements (i.e. sprinklers)
- Permit Fees
- Sewer and Impact Fees
-

Applicants must comply with City of Orlando codes, permits, health regulations, etc. Provided below is an illustration of store design and merchandise layout which the Tenant Improvement Grant seeks to achieve.



Before



After

Controls & Oversight

Throughout the Retail Stimulus Grant Application and Award process, a number of checks and balances are employed to ensure that the grant investment contributes to the goal of creating a vibrant, active downtown with a compelling business mix in the program service area along with achieving high-quality architectural design characteristic of successful downtowns. The grant has a 3-year term with the possibility of the full grant amount or partial amount to be repaid if the Grant Recipient vacates the property or changes use. For each year of occupancy by the Grant Recipient, the amount due to be repaid the CRA by Grant Recipient's vacation of the premises or change in use will be pro-rated. Repayment of grant funds is triggered by the Grant Recipient's vacation of the premises and newly created vacant space with no plan to re-lease the property within in a six (6) month timeframe to a business that would otherwise qualify under the Retail Stimulus Grant Program. Additionally, if the Applicant vacates the property or changes use, the CRA Program Manager must be notified.

The first step is a pre-application meeting with the CRA Program Manager where the Program and procedures are explained. When the Applicant completes the application, it is reviewed by the CRA Program Manager to ensure that the application meets the program eligibility requirements. A recommendation is then provided to the CRA for action. The application requires the Applicant to submit a Letter of Intent for the lease from the landlord, proposed design, cost estimate/budget for the T.I., and a letter of credit evidencing financial capacity, and a business. Furthermore, the Applicant or property owner must contribute an amount equal to or greater than the financial contribution of the CRA. Upon the CRA's approval, a Grant Agreement will be entered into between the CRA and the Grant Recipient. Prior to receipt of funding, Property owner will be required to provide written confirmation of an executed lease with a minimum initial lease term of three (3) years. Furthermore, the Applicant is required to maintain a valid City of Orlando Business Tax Receipt.

Payment Procedure

Payment is made to the Grant Recipient on a reimbursement basis. The Grant Recipient must submit invoices with original receipts to the CRA Program Manager for items and services purchased in accordance with the terms of the Grant Agreement. The Grant Recipient will only

be reimbursed for items and services purchased *after* the effective date of the Grant Agreement, unless the CRA approves otherwise. Funds will only be dispersed after the following actions occur:

- The Program Manager verifies that a final lease has been executed
- Applicant has obtained a valid City of Orlando Business Tax Receipt
- Applicant has secured valid City of Orlando Certificate of Occupancy is awarded and Releases of Liens are obtained from any and all contractors/subcontractors involved in making the tenant improvements.
- Applicant presents paid invoices and companion cancelled checks/evidence of payment from a financial institution for eligible work and/or rent and is then reimbursed up to the approved amount as described in the Grant Agreement.
- Applicant is in compliance with other terms of the Grant Agreement.

Evaluation

The application is reviewed by the CRA Program Manager. In making a recommendation to the CRA, the CRA Program Manager will ensure compliance with the eligibility requirements and will consider the strength of the operation, budget, and growth plan described in the business plan. The business type will be reviewed against existing business types in the program area to ensure a diversity of business types. The CRA will approve grants at its discretion based upon the applicant's lease term, capital investment amount, experience, business plan, store design, and financial capacity.

Default

If a default or breach occurs as defined in the Retail Stimulus Grant Agreement, the Project Manager will first contact the Grant Recipient in an effort to determine the reason for the default. If the Program Manager is not successful, he/she will inform the City Attorney's Office of the default. Once the City Attorney's Office confirms the default, the CRA Executive Director shall direct CRA Staff to cease further payments to the business owner and instruct the City Attorney's Office to send a letter, notifying the business owner of the default and demanding reimbursement of funds paid to the business as of the date of the default within thirty (30) days. The letter will also instruct the business owner to contact the Program Manager to further discuss the matter. If the business owner either fails to respond to the demand letter within the requisite time period or does respond and proposes a payment schedule, the Program Manager will coordinate a meeting of the Default Committee. The Program Manager will send a letter to the business owner notifying him/her of the date and time of the meeting.

Default Committee

The Default Committee will meet on an as-needed basis and will make recommendations to the CRA regarding the appropriate action to take with regard to seeking reimbursement of funds already paid to the business owner. The Default Committee will be comprised of the following officials or their designees:

- The Executive Director of the CRA or his/her designee
- City of Orlando Business Development Division Manager or his/her designee
- City of Orlando Chief Financial Officer or his/her designee

The Executive Director of the CRA or his/her designee will chair the Committee. The Program Manager will be a non-voting member of the Committee. The City Attorney's Office will provide legal counsel and advice to the Committee.

The Committee shall have the authority to do the following: (1) recommend that the City Attorney's Office initiate litigation in the event the business owner fails to respond to the demand letter or refuses to reimburse the CRA; (2) discuss and vote on the terms of a settlement agreement in the event the business owner proposes a payment schedule; or (3) decide to write-off the debt entirely. The Committee's decision will be reported by the Executive Director to the CRA for approval.

Procedure

If a settlement agreement is recommended, the City Attorney's Office will draft such an agreement for signature by the business owner and the CRA. The Executive Director will present the settlement agreement to the CRA for approval. If the business owner defaults on the terms of the settlement agreement, the Program Manager will coordinate a meeting of the Default Committee to determine further action.

If the business owner proposes settlement after a claim has been filed in the courts and the proposal is accepted by the Committee before a judgment is entered by the court, the case will be dismissed once the settlement agreement is approved by the CRA. However, litigation may be reinstated if the business owner defaults on the terms of the settlement agreement.

If the Grant Recipient proposes settlement after a final judgment has been entered and the proposal is accepted by the Committee, the judgment and any corresponding lien will remain in force until the terms of the settlement agreement have been completely met. Once the terms of the settlement agreement are met, the City Attorney's Office will file a Notice of Satisfaction of Judgment with the court and any lien will be released.

EXHIBIT “B”

Application of Dexter’s Original Birdland, LLC
(attached separately and incorporated herein)

Community Redevelopment Agency (CRA) Retail Stimulus Program Funding Agreement

This AGREEMENT (the “Agreement”) is made and entered into this ____ day of _____, 2021, by and between the **Community Redevelopment Agency of the City of Orlando, Florida**, a body politic and corporate of the State of Florida (hereinafter referred to as the “CRA”), whose address is 400 South Orange Avenue, Orlando, Florida 32802, and **Boba ETC, Inc.**, (hereinafter referred to as “the Grantee”) whose principal address is 3852 Gatlin Ridge Drive, Orlando, Florida 32812 and Thornton Park Central, LLC (hereafter referred to as “the Property Owner”) whose mailing address is 800 North Orange Avenue, Ste. 200, Orlando, Florida 32801 (hereinafter collectively referred to as “the parties”).

WITNESSETH

WHEREAS, the CRA was created as a public body corporate and politic of the State of Florida, for the purposes of the community redevelopment objectives of Part III, Chapter 163, Florida Statutes; and

WHEREAS, in an effort to accomplish the objectives of Part III, Chapter 163, Florida Statutes and the goals of the Downtown Orlando Community Redevelopment Plan (the “Plan”) by eradicating blight and preserving and enhancing the tax base in the Downtown Orlando Community Redevelopment Area (the “Area”), the CRA established the Community Redevelopment Agency Retail Stimulus Amended and Restated Program (the “Program”) in order to encourage property owners and business owners to rehabilitate and revitalize building structures and façades in certain targeted zones within the Area; and

WHEREAS, this Program is intended to attract quality retail operators and to achieve high-quality interior buildout of retail establishment within the core of downtown by supplementing the tenant improvement allowance made available to tenants by property owners, which will make downtown properties as financially competitive as shopping centers within the Area; and

WHEREAS, such rehabilitation and revitalization will assist in the elimination of blight in the targeted zones and also assist with the retaining and attracting business and economic development, increasing job opportunities, and otherwise promoting the general health, safety, and welfare of the City of Orlando, Florida; and

WHEREAS, the CRA has adopted policies, procedures and conditions for the Program which are applicable to the grant made pursuant to this Agreement and which are attached hereto as **Exhibit “A”** and incorporated herein by this reference; and

WHEREAS, the Grantee is presently the tenant of certain real property more particularly described in **Exhibit “B”**, which is located within the Area (“the Property”); and

WHEREAS, the Grantee desires to enter into an agreement with the CRA providing for the provision of financial assistance for improvements (“Improvements”) that will be made to the Property (“the Project”) and rent abatement in accordance with Program guidelines.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the sufficiency and delivery of which are hereby acknowledged and confirmed, the parties agree and promise as follows:

1. Preamble. By this reference, the preamble set forth above is incorporated herein as a meaningful and substantive part of this Agreement.

2. Funding. Subject to the Grantee complying with all terms and conditions contained in this Agreement, including any and all exhibits hereto, the CRA shall award to the Grantee an amount not to exceed the sum of Eighty-Four Thousand, Three Hundred, Thirty-Nine Dollars and Thirty-Two Cents (\$84,339.32) for reimbursement of the goods and services Grantee acquired for the Improvements to the Property located at **12 North Summerlin Avenue, Orlando, Florida 32801 (a/k/a 10 North Summerlin Avenue)** as set forth in **Exhibit “B”**. The total award to the Grantee includes Twenty-Five Thousand Dollars and No Cents (\$25,000.00) for rent abatement and Fifty-Nine Thousand, Three Hundred, Thirty-Nine Dollars and Thirty-Two Cents (\$59,339.32) for tenant improvements.

Repayment to the CRA shall be deferred for a three (3) year period and no interest shall accrue upon the principal of the total grant amount. The total grant amount shall depreciate at 33% for the first two years and 34% for the third year of the deferment period. At the end of the three-year period, the grant shall be forgiven in its entirety on the condition that the Improvements are installed and maintained in reasonably good condition and no default or breach of this Agreement has occurred during the deferment period. The grant shall be paid to the Grantee only upon completion of the work and upon proof shown that Grantee has in fact paid for the goods and services for which Grantee seeks reimbursement.

3. Disbursement of Funds. Upon final completion of the Project, the Grantee shall request a final walk-through with CRA staff to confirm construction was completed in the manner approved by the Program Manager and in accordance with the proposed work set forth in **Exhibit “B”**, and to determine compliance with the terms of the Program’s guidelines in **Exhibit “A”** and this Agreement. Upon such determination of compliance, Grantee shall submit a request for reimbursement from the CRA. The request shall be in writing and shall include billing documentation including, but not limited to, invoices, receipts, release of liens, photos of the finished work, and affidavits in order to support the reimbursement request. The CRA shall provide financial assistance in a sum not to exceed 50% of the total Project cost based upon the lowest bid provided by the Grantee or a sum equal to the award amount provided in paragraph 2, whichever is less.

The CRA reserves the right to deny a request for reimbursement if the completed Improvements made to the Property substantially deviate from the Improvements originally contemplated in the Program Manager’s approval and this Agreement, and the Grantee failed to obtain approval of such deviations from the Program Manager.

The CRA shall make rent abatement payments to the Grantee on a quarterly basis upon the CRA's receipt of proof of rent payments made by the Grantee to its landlord for that quarter.

4. Use of Funds. Grantee shall use the funds for eligible improvements as set forth in the Program's guidelines and rent abatement. Funds shall not be used for any new building construction and new building additions, refinancing existing debt, non-fixed improvements, inventory, equipment, payroll, improvements or expenditures made prior to execution of the Agreement, general periodic maintenance, consultant fees, and costs associated with architectural design or preparation of construction documents.

5. Release of Liens. The CRA shall withhold funding until Grantee provides the CRA with Releases of Liens from all contractors, subcontractors, and suppliers and otherwise demonstrates that it has fully complied with the requirements of part 1, Construction Liens, Chapter 713, Florida Statutes, and has fully complied with all the terms and conditions contained in this Agreement.

6. Project Completion Deadline. The Project set forth in **Exhibit "B"** shall be initiated and completed within one (1) year after the Effective Date hereof. Any unspent funds allocated to this Agreement remaining at the end of the first year following the Effective Date shall be returned to the Program and no longer be available for use by the Grantee, unless the Executive Director of the CRA has, at his or her discretion, granted the Grantee an extension of time.

7. Records. The Grantee shall compile and maintain accurate books and records indicating its compliance with the requirements of this Agreement, and shall make such records available at a mutually agreed upon time for inspection and audit by the CRA staff during regular business hours.

8. Covenants, Representations, and Acknowledgements of Grantee. The Grantee hereby covenants, represents, and acknowledges the following conditions to funding:

- a. The Grantee shall at all times be in compliance with the Orlando City Code, including, but not limited to, code sections pertaining specifically to planning, zoning and permitting. This part is not intended to preclude the City of Orlando from granting the Grantee certain waivers, exemptions, or variances as allowed under the Orlando City Code; and
- b. The Grantee shall maintain occupancy for a minimum of three (3) years from the effective date of the Agreement.

9. Default. The following shall constitute an Event of Default if occurred during the term of this Agreement:

- a. The Grantee's failure to comply with any of the terms and conditions of this Agreement and exhibits attached hereto thirty (30) calendar days after receiving written notice from the CRA stating the nature of the violation(s) and the remedy to cure such violation(s). If necessary, an extension of time to cure the

violation(s) may be granted at the discretion of the CRA Executive Director, or his or her designee.

- b. The Grantee's abandonment of the Property for any reason;
- c. Demolition or removal of the completed Improvements for any reason without prior approval from the CRA, which shall not be unreasonably withheld;
- d. The Grantee or the Property incurs a code enforcement lien; or
- e. Grantee makes a material representation in any certification or a communication submitted by the Grantee to the CRA in an effort to induce the award of the grant or the administration thereof which is determined to be false, misleading or incorrect in any material manner.

10. Remedies. Upon the occurrence of any uncured Event of Default, the CRA shall be free to terminate this Agreement upon ten (10) days written notice, withhold all funding, seek reimbursement of funds already disbursed, and/or exercise all rights and remedies available to it under the terms of this Agreement, or under statutory law, equity, or common law. All remedies shall be deemed cumulative and, to the extent permitted by law, the election of one or more remedies shall not be construed as a waiver of any other remedy the CRA may have available to it.

If the CRA seeks reimbursement of funds, the Grantee shall pay the CRA a pro rata share (using a three-year amortization schedule) of the total grant amount.

11. No Waiver. Failure of the CRA to declare a default shall not constitute a waiver of any rights by the CRA. In addition, the waiver of any default by the CRA shall in no event be construed as a waiver of rights with respect to any other default, past or present. Furthermore, failure of either party to insist upon the prompt or full performance of any obligation pursuant to this Agreement shall not be deemed a waiver of such obligation or of the right to insist upon the prompt and full performance of such obligation or of any other obligation or responsibility established by this Agreement.

12. Merger. This Agreement supersedes any and all agreements, whether oral or in writing, between the CRA and Grantee with respect to the subject matter hereof. The CRA and Grantee acknowledge and agree that no representations, inducements, promises, or statements, whether oral or in writing, have been made by either party, or anyone acting on behalf of a party, which are not expressly set forth herein.

13. Modification. Any waiver, alteration, or modification of any part or provision of this Agreement, or the cancellation or replacement of this Agreement shall not be valid unless in writing and executed by the parties hereto.

14. Indemnification. To the extent permitted by law, the Grantee shall release, indemnify, defend, and hold harmless the CRA, its elected officials and appointed officials, officers, agents, and

employees, from and against all claims, damages, losses, and expenses (including all reasonable attorneys' fees and costs, and reasonable attorneys' fees and costs on appeal), or liability arising out of or resulting from the Project, the Grantee's performance under this Agreement, and which are caused in whole or in part by the Grantee, its agents, employees or subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable.

15. Insurance. Without limiting Grantee's indemnification, the Grantee shall maintain in force at all times during the performance of this Agreement all appropriate policies of insurance hereinafter described. Certificates with valid and authorized endorsements, evidencing the maintenance and renewal of such insurance coverage shall be delivered to CRA staff thirty (30) days in advance of cancellation or modification of any policy of insurance. The CRA shall be added as an additional insured on all policies of liability insurance. All policies of insurance shall be in a company or companies authorized by law to transact insurance business in the State of Florida. In addition, such policy shall provide that the coverage shall be primary for losses arising out of Grantee's performance of the Agreement. Neither the CRA nor any of its insurers shall be required to contribute to any such loss. The policies and insurance which must be secured are:

a. Commercial General Liability Insurance: If the Property is commercial, the Grantee must secure commercial general liability insurance to include, but not limited to, bodily injury and property damage coverage. The policy's liability limit amount shall not be less than \$500,000 Combined Single Limit (CSL) per person/per occurrence for bodily injury to, or death to one or more than one person, and not less than \$100,000 per occurrence for property damage.

b. Worker's Compensation Coverage: The Grantee shall provide Worker's Compensation coverage for all employees in accordance with Florida law at the site location, and in case any work is subcontracted, will require the subcontractor to provide Worker's Compensation for all its employees.

16. Agency. The Grantee and CRA, and their respective agents, representatives, officers, employees, contractors, subcontractors, or other related parties, shall perform their respective duties and responsibilities under this Agreement as independent entities and not as agents of each other.

17. Third-party Beneficiaries. This Agreement is solely for the benefit of the parties signing hereto and their successors and assigns, and no right, nor any cause of action, shall accrue to or for the benefit of any third party.

18. Assignment. The Grantee shall not assign or transfer any interest in this Agreement without the prior written consent of the CRA, which shall not be unreasonably withheld.

19. Acknowledgment. None of the provisions, terms, and conditions contained in the Agreement are meant to modify any existing lease, contract, or agreement between the Grantee or the Grantee's business and the Property Owner. The sole purpose of the Property Owner executing the Agreement is to demonstrate recognition and acknowledgment of any changes, modifications, or

alterations being made to the Property by the Grantee with the funding assistance provided under the terms of the Agreement.

20. No Grant of Vested Rights. This Agreement shall not be construed as granting or assuring or vesting any land use, zoning, development approvals, permission or rights with respect to the Property or any other property owned or leased by Grantee.

21. Severability. Any provision or part of this Agreement that is declared invalid by a court of competent jurisdiction shall be severable, the remainder continuing in full force and effect, but only to the extent that the remainder does not become unreasonable, absurd, or otherwise contrary to the purpose and intent of this Agreement.

22. Controlling law and venue. This Agreement shall be governed and interpreted in accordance with Florida law. All proceedings or actions in law or equity shall be brought and heard in Orange County, Florida.

23. Lawfulness. Grantee shall comply with all applicable laws, ordinances, and codes, including all applicable environmental regulations, and shall, at its own expense, secure all permits and licenses necessary to perform its duties and responsibilities under this Agreement.

24. No Liability or Monetary Remedy. The Grantee hereby acknowledges and agrees that it is sophisticated and prudent in business transactions and proceeds at its own risk under advice of its own counsel and advisors and without reliance on the CRA, and that the CRA bears no liability for direct, indirect or consequential damages arising in any way out of this Agreement. The only remedy available to the Grantee for any breach by the CRA is one of mandamus to require the CRA's specific performance under the terms and conditions of this Agreement.

25. Binding Nature of Agreement. This Agreement shall be binding, and shall inure to the benefit of the successors or assigns of the parties hereto, and shall be binding upon and inure to the benefit of any person, firm, or corporation that may become the successor in interest, directly or indirectly, to the Grantee, or any portion thereof.

26. Relationship. This Agreement does not evidence the creation of, nor shall it be construed as creating a partnership or joint venture between the Grantee and the CRA. The Grantee cannot create any obligation or responsibility on behalf of the CRA or bind the CRA in any manner. Each party is acting for its own account, and it has made its own independent decisions to enter into this Agreement and as to whether the same is appropriate or proper for it based upon its own judgment and upon advice from such advisors, as it has deemed necessary. Each party acknowledges that it is not acting as a fiduciary for or any advisor to the other in respect to this Agreement or any responsibility or obligation contemplated herein. The Grantee further represents and acknowledges that no one was paid a fee, commission, gift, or other consideration by the Grantee as an inducement to entering into this Agreement.

27. Personal Liability. No provision of this Agreement is intended, nor shall any be construed, as a covenant of any official (either elected or appointed), director, employee or agent of the CRA in

an individual capacity and neither shall any such individuals be subject to personal liability by reason of any covenant or obligation of the CRA contained herein.

28. Correspondence. All correspondence and notice related to this Agreement shall be deemed delivered when (i) hand delivered to the office designated below, or (ii) upon receipt of such correspondence or notice when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, addressed as set forth below, or at such other address as either the CRA, Grantee, or Property Owner shall have specified by written notice to the other delivered in accordance with this part.

- a. If to the CRA: Community Redevelopment Agency
 Orlando City Hall
 400 S. Orange Avenue
 Orlando, Florida 32801
 (with a copy to City Attorney's Office)
- b. If to the Grantee: Boba ETC, Inc.
 3852 Gatlin Ridge Drive
 Orlando, Florida 32812

29. Authority. The execution of this Agreement has been duly and legally authorized by the appropriate body or official(s) of both the CRA and Grantee. The CRA and the Grantee have complied with all applicable requirements of law, and both have full power and authority to comply with the terms and provisions of this Agreement.

30. Effective Date. The effective date of this Agreement shall be the latest date of execution by the parties.

31. Term. The term of this Agreement shall be three (3) years, commencing on the Effective Date.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year indicated below.

[SIGNATURES ON THE NEXT PAGES]

BOBA ETC, INC.

By: _____
Print Name: _____
Title: _____

WITNESS:

Print Name: _____

STATE OF FLORIDA
COUNTY OF ORANGE

Personally appeared before me by means of ☐ physical appearance or ☐ online notarization, the undersigned authority, _____, on this ____ day of _____, 2021, who is the _____ of the above-named corporation, who is the Grantee. He/she is personally known to me or has produced a ☐ Driver's License or ☐ _____ as identification and did/did not take an oath.

NOTARY PUBLIC
Print Name: _____
My Commission Expires: _____

THORNTON PARK CENTRAL, LLC

By: _____
Print Name: _____
Title: _____

WITNESS:

Print Name: _____

STATE OF FLORIDA
COUNTY OF ORANGE

Personally appeared before me by means of ☐ physical appearance or ☐ online notarization, the undersigned authority, _____, on this ____ day of _____, 2021, who is the _____ of the above-named company, who is the Property Owner. He/she

is personally known to me or has produced a [] Driver's License or [] _____ as
identification and did/did not take an oath.

NOTARY PUBLIC

Print Name: _____

My Commission Expires:

**COMMUNITY REDEVELOPMENT AGENCY
of the City of Orlando**

Chairman, Buddy Dyer

Date

ATTEST:

Executive Director

APPROVED AS TO FORM AND LEGALITY

for the use and reliance of the
CRA/City of Orlando, Florida, only.

_____, 2021

Assistant City Attorney
Orlando, Florida

EXHIBIT “A”
Program Guidelines

Community Redevelopment Agency (CRA)
CRA Retail Stimulus Program
(Revised October 2020)

Program Overview

It is standard practice in the commercial real estate industry for property owners to provide a Tenant Improvement Allowance (“T.I.”) towards construction of a newly leased premise. Often, the amount of the T.I. becomes the determining factor in a retailer’s decision to enter into a lease for a specific property. The CRA Retail Stimulus Program (the “Program”) seeks to make downtown properties as financially competitive as area shopping centers by supplementing the T.I. made available to tenants within the Downtown Orlando Community Redevelopment Area (“Area”) with pre-leasing/leasing agreements and thereby attract quality retail operators to these underserved urban locations. The Program was designed to attract quality retail operators and to achieve high-quality interior buildout of retail establishment within the core of downtown Orlando. Applicants shall be eligible to receive up to \$75,000 or 50% of the total cost of T.I related costs, whichever is less. Applicants shall also be able to receive a one-time award of up to \$25,000 to cover rent expenses. Rent abatement payments are to be made quarterly on a reimbursement basis i.e. a business would receive up to \$6,250 a quarter for a total of \$25,000. The maximum total funding amount under the Program per eligible business is \$100,000. Moreover, the Program is consistent with the redevelopment goals and principles set forth in the Downtown Orlando Community Redevelopment Area Plan, as amended (“DTOutlook” or the “Plan”) related to retail revitalization. Chapter 4F of the Plan specifically calls for the CRA to seize the opportunity to improve the stock of retail ready space and pursue diversification of retail options within the Area. The additional Plan goals which the Program seeks to fulfill are:

- Attracting employers and retailers to downtown Orlando.
- Supporting incentives for restaurant and retail location and expansion within the CRA.
- Promoting and encouraging neighborhood-oriented retail and services in the CRA,
- Supporting retail development through incentive programs and other strategies to reduce barriers to entry in the downtown market.
- Promoting uses that activate storefronts throughout the day, helping to eliminate “dead zones.”
- Supporting renovations and adaptive reuse of existing buildings

Eligibility

The intent of the Program is to establish downtown Orlando as a reputable retail destination. It is the desire of the CRA to create an environment that boasts exceptional tenants, increases

market share, and brands downtown as an authentic and niche urban shopping destination within the Central Florida retail market. The eligibility criteria are as follows:

- Expansions or relocations of businesses currently located within the Area to another location within the Area are eligible for funding only if a business is increasing its space (sq. ft.) by 125% or more based on its current square footage.
- Any property under consideration must be free of all City of Orlando imposed liens (excluding special assessments) and property taxes must be current at the time of application.
- The Program is for retail and consumer service uses. Bars, nightclubs, tattoo parlors, office use, and professional services (i.e. financial services, legal services, insurance, real estate, check cashing) are excluded from consideration.
- City owned properties are excluded from consideration.
- May not be combined with the Downtown Commercial and Residential Building Improvement Program (DCRBIP), or the Minority/Women Entrepreneur Business Assistance Program (MEBA).

Improvements Eligible for Reimbursement

Grant funds cannot be used for non-fixed equipment or inventory. Generally acceptable improvements are those that can be used by a future tenant in the same leased premises and which will remain in the space upon vacation of the premises by the Applicant, such as:

- Electrical Repair/Upgrade
- HVAC / Mechanical Repair or Upgrades
- Plumbing
- Dry Wall
- Feature Walls
- Flooring
- Windows / Doors
- Lighting
- Life Safety Improvements (i.e. sprinklers)
- Permit Fees
- Sewer and Impact Fees
-

Applicants must comply with City of Orlando codes, permits, health regulations, etc. Provided below is an illustration of store design and merchandise layout which the Tenant Improvement Grant seeks to achieve.



Before



After

Controls & Oversight

Throughout the Retail Stimulus Grant Application and Award process, a number of checks and balances are employed to ensure that the grant investment contributes to the goal of creating a vibrant, active downtown with a compelling business mix in the program service area along with achieving high-quality architectural design characteristic of successful downtowns. The grant has a 3-year term with the possibility of the full grant amount or partial amount to be repaid if the Grant Recipient vacates the property or changes use. For each year of occupancy by the Grant Recipient, the amount due to be repaid the CRA by Grant Recipient's vacation of the premises or change in use will be pro-rated. Repayment of grant funds is triggered by the Grant Recipient's vacation of the premises and newly created vacant space with no plan to re-lease the property within in a six (6) month timeframe to a business that would otherwise qualify under the Retail Stimulus Grant Program. Additionally, if the Applicant vacates the property or changes use, the CRA Program Manager must be notified.

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The Default Committee will meet on an as-needed basis and will make recommendations to the CRA regarding the appropriate action to take with regard to seeking reimbursement of funds already paid to the business owner. The Default Committee will be comprised of the following officials or their designees:

- The Executive Director of the CRA or his/her designee
- City of Orlando Business Development Division Manager or his/her designee
- City of Orlando Chief Financial Officer or his/her designee

The Executive Director of the CRA or his/her designee will chair the Committee. The Program Manager will be a non-voting member of the Committee. The City Attorney's Office will provide legal counsel and advice to the Committee.

The Committee shall have the authority to do the following: (1) recommend that the City Attorney's Office initiate litigation in the event the business owner fails to respond to the demand letter or refuses to reimburse the CRA; (2) discuss and vote on the terms of a settlement agreement in the event the business owner proposes a payment schedule; or (3) decide to write-off the debt entirely. The Committee's decision will be reported by the Executive Director to the CRA for approval.

Procedure

If a settlement agreement is recommended, the City Attorney's Office will draft such an agreement for signature by the business owner and the CRA. The Executive Director will present the settlement agreement to the CRA for approval. If the business owner defaults on the terms of the settlement agreement, the Program Manager will coordinate a meeting of the Default Committee to determine further action.

If the business owner proposes settlement after a claim has been filed in the courts and the proposal is accepted by the Committee before a judgment is entered by the court, the case will be dismissed once the settlement agreement is approved by the CRA. However, litigation may be reinstated if the business owner defaults on the terms of the settlement agreement.

If the Grant Recipient proposes settlement after a final judgment has been entered and the proposal is accepted by the Committee, the judgment and any corresponding lien will remain in force until the terms of the settlement agreement have been completely met. Once the terms of the settlement agreement are met, the City Attorney's Office will file a Notice of Satisfaction of Judgment with the court and any lien will be released.

EXHIBIT “B”

Application of Boba ETC, Inc.
(attached separately and incorporated herein)

FOURTH AMENDMENT TO PURCHASE AND SALE AGREEMENT
(PHASE TWO PROPERTY)

THIS FOURTH AMENDMENT TO PURCHASE AND SALE AGREEMENT (this “Fourth Amendment”) is made and entered into this 17th day of May, 2021, by and between the **CITY OF ORLANDO, FLORIDA**, a municipal corporation of the State of Florida (“City”) and the **COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF ORLANDO, FLORIDA**, an agency organized pursuant to Chapter 163, Part III, Florida Statutes (“CRA”) (City and CRA may be referred to in this Agreement collectively as “Seller”), and BRIGHT COMMUNITY TRUST, INC., a Florida not-for-profit corporation or permitted assigns (the “Trust”). Seller and the Trust are sometimes referred to separately as “Party” and collectively as “Parties” in this Fourth Amendment.

RECITALS:

WHEREAS, InVictus Development, LLC (“Original Buyer”) and Seller entered into that certain Purchase and Sale Agreement dated as of December 12, 2016 (the “Original Agreement”), for the purchase and sale of real property located in Orange County, Florida, as more particularly described therein. The Original Agreement was (a) modified pursuant to that certain First Amendment to Purchase and Sale Agreement between Original Buyer and Seller dated October 3, 2017 and (b) assigned by Original Buyer to Parramore Oaks Phase Two, LLC, a Florida limited liability company (the “Original Assignee”) pursuant to Assignment of Contract dated December 22, 2017 (the “Initial Assignment”); and

WHEREAS, Original Assignee and Seller further modified the Original Agreement pursuant to Second Amendment to Purchase and Sale Agreement dated as of June 20, 2019 and the Third Amendment to Purchase and Sale Agreement dated August 12, 2019. The Original Agreement, as amended and assigned, is herein referred to as the “Existing Agreement”; and

WHEREAS, the Existing Agreement, as assigned pursuant to the Initial Assignment, was assigned by the Original Assignee to the Trust pursuant to Assignment of Contract dated September 19, 2019 and simultaneous with the assignment to the Trust a Ground Lease of the Property was executed between the Trust, as ground lessor, and the Original Assignee, as ground lessee; and

WHEREAS, the Original Assignee has applied for and has been awarded affordable housing financing pursuant to Request for Applications 2019-102 issued by the Florida Housing Finance Corporation (the “Corporation”); and

WHEREAS, FHFC has extended the deadline for completing credit underwriting in order to obtain a firm commitment from the Corporation under RFA 2019-102 (the “RFA”) to October 28, 2021 because 11 of the 12 applicants awarded funding under the RFA have been unable to reach this milestone in the time required under the RFA; and

WHEREAS, the Parties desire to enter into this Fourth Amendment to extend the deadline for Closing under the Agreement to November 1, 2021 to take into account the FHFC extension.

WITNESSETH:

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller hereby agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.

2. **Defined Terms.** All references to the Buyer in the Existing Agreement and this Fourth Amendment, shall refer to the Trust and all capitalized terms used herein shall be as defined in the Agreement unless otherwise indicated or defined in this Fourth Amendment.

3. **Amendment.**

(a) The first sentence of Section 7(a) of the Agreement is hereby amended to provide as follows:

- a. Subject to extensions as provided elsewhere in this Agreement, and provided that all conditions precedent to the Parties' obligations to close set forth in this Agreement have been satisfied or waived in writing, the closing of the transaction contemplated by this Agreement (the "Closing") shall be held on or before November 1, 2021, on a date selected by Buyer that is mutually agreeable to Seller (the "Closing Date").

(b) The fourth sentence of Section 7(c) of the Agreement is hereby amended to provide as follows:

- c. If Buyer's 2019 Applications are approved, then the Closing Date shall be on or before November 1, 2021 as set forth above, and the term of the Agreement shall not expire prior to that date.

(c) Section 7(d) of the Agreement is hereby amended to provide as follows:

- d. As described above, the Closing Date may be extended until November 1, 2021, due to the extended time required for approval of Buyer's Construction Financing.

(d) Section 24 of the Agreement is hereby amended to provide as follows:

- 24. The respective parties comprising Seller nominate (a) Thomas C. Chatmon Jr., as Executive Director of the Community Redevelopment Agency of the City of Orlando, and (b) Laurie Botts, as Real Estate Division Manager of the City of Orlando, (or their appointees in their absence or successors in office) who may collectively in their absolute discretion, act on Seller's behalf in

connection with any and all actions deemed expedient of Seller as described in this Agreement and that in their discretion, they may on behalf of Seller, elect to extend each and every deadline or any timeframe set forth in this Agreement, including, without limitation, the date for closing.

4. **Ratification/Conflict.** Except as amended hereby, the Agreement remains unchanged and in full force and effect, and each of the Parties hereby ratifies and confirms the terms and conditions of the Agreement. All references herein to the Agreement shall refer to the Agreement as amended by this Fourth Amendment unless the text or context indicates otherwise. In the event of any conflict between the Agreement and this Fourth Amendment it is agreed that this Fourth Amendment shall control.

5. **Counterparts; Facsimile Copies.** This Amendment may be executed in one or more duplicate counterparts, each of which shall upon execution by all parties be deemed to be an original. Facsimile or pdf copies of the Amendment and any signatures thereon shall be considered for all purposes as originals.

6. **Captions and Headings.** Captions and paragraph headings contained in this Fourth Amendment are for convenience and reference only and in no way define, describe, extend or limit the scope or content of the Amendment nor the intent of any provision hereof.

[SIGNATURE PAGES FOLLOW]

Seller Execution Page

IN WITNESS WHEREOF, the Parties have caused these presents to be executed on the day and year indicated above.

SELLER:

CITY OF ORLANDO, FLORIDA,
a municipal corporation of the State of Florida

By: _____
Laurie Botts, Real Estate Division Manager

**COMMUNITY REDEVELOPMENT
AGENCY OF THE CITY OF ORLANDO,
FLORIDA**

an agency organized pursuant to Chapter 163, Part
III, Florida Statutes

By: _____
Buddy Dyer, Chairman

Buyer Execution Page

IN WITNESS WHEREOF, the Parties have caused these presents to be executed on the day and year indicated above.

BUYER:

**BRIGHT COMMUNITY TRUST, INC., a
Florida not-for-profit corporation**

By: _____
Name: _____
Title: _____