



AB

MEETING NOTICE

Welcome,

We are glad you have joined us for the September 23, 2020 CRA Advisory Board meeting. In response to the COVID-19 pandemic social distancing efforts, City Hall is closed to the public and there is no physical location to attend this meeting in person. 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 August 26, 2020
4. Public Comment
5. New Business
 - a. CRA Small Business Rental Assistance Program (SBRAP) – David Barilla, Assistant Director
 - b. CRA Retail Stimulus Program – David Barilla, Assistant Director
 - c. Budget Amendment One Fiscal Year 2019-2020 – Tiffany Stephens, Fiscal Manager
 - d. Trophy Room Funding Agreement – David Barilla, Assistant Director
6. Date of Next Meeting – October 28, 2020 at 3:00 PM, Via Zoom Virtual Webinar.
7. 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: September 23, 2020

SUBJECT: Agenda items to be considered at the Community Redevelopment Agency Advisory Board Meeting for Wednesday, September 23, 2020.

Approval of Minutes:

Staff will be available to answer any questions prior to Board consideration of approving the minutes of the August 26, 2020 Community Redevelopment Agency Advisory Board Meeting.

Public Comment:

New Business:

- a. **CRA Small Business Rental Assistance Program (SBRAP) – David Barilla, Assistant Director** - The Downtown Orlando Community Redevelopment Area Plan (DTOutlook) calls on the Community Redevelopment Agency (CRA) to stimulate economic growth in the Downtown Orlando Community Redevelopment Area (Area) by encouraging the retention and continued operation of existing businesses. Many small businesses in the Area have suffered economic injury because of COVID-19. The purpose of the Small Business Rental Assistance Program (SBRAP) is to provide relief for these businesses in order to retain such businesses within the Area. The SBRAP allows eligible small businesses in the Area to apply, within a 30-day window once the application period opens, for a rent subsidy for up to \$5,000 per month for a maximum of \$30,000 per business. Monthly rent subsidy is determined based on a “1:1 match equal to an abatement, reduction, or deferral of base rent provided by applicant’s landlord”. As an example, an applicant whose regular monthly rent expenses are equal to \$15,000 but receiving a deduction of \$5,000 per month from a landlord would be eligible for funding of up to \$5,000 per month for six months, for a total of \$30,000. Applications will be reviewed and evaluated by the Orlando Economic Partnership, Inc. pursuant to the

terms of the attached agreement between the OEP and the CRA. Funding will be a one-year deferred loan (forgivable if the business stays in compliance).

Staff requests that the CRA Advisory Board recommend to the CRA that it approve the CRA Small Business Rental Assistance Program and the Agreement between the Orlando Economic Partnership, Inc. and the CRA, and authorize the Chair and Executive Director of the CRA to execute the Agreement.

- b. CRA Retail Stimulus Program – David Barilla, Assistant Director** - In 2010, the Community Redevelopment Agency (CRA) approved the CRA Retail Stimulus Program (the “Program”) 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 funded at a level of \$250,000 for fiscal year 2010-2011. Applicants were eligible to receive a grant award of up to \$25 per square foot for a maximum of \$50,000.

The proposed Revised CRA Retail Stimulus 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. The purpose of the Revised Program is to attract quality retail operators and to achieve high-quality interior buildout of retail establishments within the core of downtown Orlando. Applicants would be eligible to receive up to \$75,000 or 50% of the total cost of T.I related costs, whichever is less. Eligible Improvements include 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 fees, and impact fees. Applicants would also be able to receive a one-time award of up to \$25,000 to cover rent expenses. Rent abatement payments to be made quarterly i.e. a business would receive up to \$6,250 a quarter for a total of \$25,000. The maximum funding amount per eligible business would remain \$100,000.

Staff requests that the CRA Advisory Board recommend to the CRA that it approve the Revised CRA Retail Stimulus Program.

- c. Budget Amendment One Fiscal Year 2019-2020 – Tiffany Stephens, Fiscal Manager** - The CRA is seeking approval to transfer funds between projects in the FY 2019-2020 budget. The funds would be transferred from the Project DTO project to the High Wage/High Value (Business Retention) project to fund business retention programs (including but not limited to the Small Business Rental Assistance Program and the Retail Stimulus Program. Staff seeks approval of the Community Redevelopment Budget Amendment One and Budget Resolution One, amending the 2019-2020 Community Redevelopment Agency budget as stated in the resolution.

- d. **Trophy Room Funding Agreement – David Barilla, Assistant Director** - Consistent with the DTOutlook goals of attracting employers, activating storefronts, improving the retail ready space, pursuing diversification of retail options within the Area, and incentivizing such retail, the purpose of the CRA Retail Stimulus Program is to attract quality retail operators and to achieve high-quality interior buildout of retail establishments within the core of downtown Orlando.

The Trophy Room opened its doors in Disney Springs in May 2016 with the goal of inviting consumers into the Jordan Legacy. The store was founded by Marcus Jordan, the son of Michael Jordan and a UCF graduate. In April 2019, Trophy Room closed its doors at Disney Springs and is now ready to relocate to downtown Orlando. This new location will provide new services such as T-Shirt Customization, a Retro Jordan Display, Exclusive Trophy Room Apparel, and a special atmosphere called the Breakfast Club for sneaker and fashion enthusiasts to network.

Heir LLC d/b/a Trophy Room has applied for funding under the Program to make eligible improvements to the retail space located at 50 South Rosalind Ave, Retail B Orlando, FL 32801. Funding received would be used for doors, windows, drywall, plumbing, mechanical, fire and alarm sprinkler system, permit fees, and framing. The total cost associated with the improvements is \$531,422 based on the estimates provided. Contingent upon approval of the Revised Stimulus Program on today's agenda, the applicant is eligible for \$75,000 for tenant improvements and \$25,000 in rent abatement. The total funding amount that Heir LLC is eligible for is \$100,000.

Staff requests that the CRA Advisory Board recommend to the CRA that, contingent upon approval of the Revised Stimulus Program, it approve the CRA Retail Stimulus Program Funding Agreement between the Community Redevelopment Agency and Heir LLC d.b.a Trophy Room for the business located at 50 South Rosalind Ave, Retail B Orlando, FL 32801, subject to review and approval of the City Attorney's Office, and authorize the Chair of the CRA and Executive Director to execute such Funding Agreement.

Date of Next Meeting: The next CRA Advisory Board meeting will be held October 28, 2020 at 3:00 pm via Zoom Virtual Webinar.

Adjournment



AB

The regular meeting of the Community Redevelopment Agency Advisory Board was held on Wednesday, August 26, 2020, via Zoom Virtual Webinar. Vice Chair Jamie Barati called the meeting to order at 3:46 p.m. noting a quorum was present.

MEMBERS PRESENT: Jamie Barati, Vice Chair
 Marissa John
 Monica McCown
 Eugene Jones
 Doug Taylor
 Commissioner Victoria Siplin

MEMBER ABSENT: Bill Lambert, Chair

STAFF PRESENT: Thomas C. Chatmon Jr, Executive Director
 David Barilla, Assistant Director
 Walter Hawkins, Director of Urban Development
 Christel Brooks, Administrative Specialist
 Ashley Edwards, Board Secretary
 Tiffany Stephens, Fiscal Manager
 Mercedes Blanca, Project Manager
 Kelly Allen, Marketing & Communications Manager
 Nicole Sisson, Interactive Media Coordinator
 Rondale Silcott, Downtown Clean Team Manager
 Stacey Adams, Assistant City Attorney, City Attorney's Office
 Dominique Greco, DDB/CRA Project Manager
 Mary-Stewart Droege, Project Manager
 Kimberley Allonce, Economic Development Coordinator III

Approval of Minutes

- a. **July 22, 2020 CRA Advisory Board Meeting Minutes** - A motion was made by Monica McCown and seconded by Eugene Jones to approve the minutes of the July 22, 2020 CRA Advisory Board meeting minutes. The motion carried unanimously.

b. August 19, 2020 CRA Advisory Board Budget Workshop Meeting Minutes

A motion was made by Monica McCown and seconded by Eugene Jones to approve the minutes of the August 19, 2020 Community Redevelopment Agency Advisory Board Budget Workshop Meeting Minutes. The motion carried unanimously.

Public Comment: Mr. Jonathan Blount notified the Board of an upcoming event in Parramore called the Parramore Rising Superfest. The Board thanked Mr. Blount for his update.

New Business:

- a. **2020-2021 Proposed Budget and Resolution –** Tiffany Stephens, Fiscal Manager requested that the CRA Advisory Board recommend to the CRA approval of the attached FY 2020-2021 Community Redevelopment Agency Budget, adoption of the Resolution, and authorization for the Chair and Executive Director to execute the Resolution.

A motion was made by Victoria Siplin and seconded by Monica McCown to recommend to the CRA approval of the attached FY 2020-2021 Community Redevelopment Agency Budget, adoption of the Resolution, and authorize for the Chair and Executive Director to execute the Resolution. The motion carried unanimously.

- b. **2020-2021 DDB/CRA Cost Share Agreement –** Tiffany Stephens, Fiscal Manager explained that Cost Share Agreement between the CRA and DDB outlines the terms under which the DDB and CRA will share administrative costs for FY 2020-2021.

Staff requested approval of the attached Cost Share Agreement for FY 2020-2021 between the Downtown Development Board and the Community Redevelopment Agency and authorization for the Chair and Executive Director to execute the Agreement, subject to review and approval by the City Attorney's Office.

A motion was made by Victoria Siplin and seconded by Doug Taylor to approve the attached Cost Share Agreement for FY 2020-2021 between the Downtown Development Board and the Community Redevelopment Agency and authorize for the Chair and Executive Director to execute the Agreement, subject to review and approval by the City Attorney's Office. The motion carried unanimously.

- c. **2020-2021 City Services Agreement –** Tiffany Stephens, Fiscal Manager explained that the City Services Agreement outlines the terms under which the City will provide administrative and professional support to the CRA in its implementation of the Community Redevelopment Plan.

Staff requested that the CRA Advisory Board recommend to the CRA approval of the attached City Services Agreement for FY 2020-2021 between the City of Orlando and the Community Redevelopment Agency, and authorize the Chair and Executive Director to execute the Agreement, subject to review and approval by the City Attorney's Office.

A motion was made by Victoria Siplin and seconded by Monica McCown to recommend to the CRA approval of the attached City Services Agreement for FY 2020-2021 between the City of Orlando and the Community Redevelopment Agency, and authorize the Chair and Executive Director to execute the Agreement, subject to review and approval by the City Attorney's Office. The motion carried unanimously.

- d. **2020-2021 Seniors First, Inc. Senior Tran Funding Agreement** – Tiffany Stephens, Fiscal Manager explained that our annual agreement between Seniors First, Inc. and the Community Redevelopment Agency to provide a senior transportation service to residents of 12 downtown senior housing complexes. This FY 2020-2021 agreement includes an increase in funding of 2.48% from last fiscal year. Staff is requesting the CRA approval of the agreement for a period of October 1, 2020 to September 30, 2021 for up to a total amount of \$48,837.09. Subject to review and approval by the City Attorney's Office and authorization of execution of the Agreement by the Chair and the Executive Director.

A motion was made by Eugene Jones and seconded by Monica McCown to approve the agreement for a period of October 1, 2020 to September 30, 2021 for up to a total amount of \$48,837.09. Subject to review and approval by the City Attorney's Office and authorization of execution of the Agreement by the Chair and the Executive Director. The motion carried unanimously.

- e. **2020-2021 Downtown Orlando Partnership, (DOP) Inc. Funding Agreement** – Tiffany Stephens, Fiscal Manager explained that the Downtown Orlando Inc. (Downtown Orlando Partnership) is a 501c(6) founded in 1961 and comprised of more than 200 corporate members. Their mission is to enhance business and community relationships through collaborative events and initiatives. The agreement between the CRA and DOP provides funding to the DOP for activities related to the support and enhancement of downtown businesses and DOP's assistance in meeting the CRA Redevelopment Plan goals. DOP's annual events include Golden Brick Awards, State of Downtown, Lunch and Learn series, Artful Networking, and the Downtown Food Tours. The funding agreement proposed between the CRA and DOP includes benchmarks for DOP to meet including their commitment to host at least 10 Third Thursday partnership events per year, host events related to its strategic priorities (Art, Sports & Entertainment, Technology, Lodging & Dining, Real Estate & Development, and Quality of Life), work with the CRA to assist the Downtown Information Center welcome new businesses downtown, partner with the CRA in its implementation of the Redevelopment Plan with clean-up/beautification initiatives, as well as offer affordable and/or sponsored membership opportunities for Parramore businesses.

Staff requested that the CRA Advisory Board recommend to the CRA that it approve the funding agreement between the CRA and Downtown Orlando, Inc. in the amount of \$25,000 for the FY 2020-2021, authorizing the execution of the Agreement by the Chair and the Executive Director. Subject to review and approval by the City Attorney's Office

A motion was made by Doug Taylor and seconded by Monica McCown to recommend to the CRA that it approve the funding agreement between the CRA and Downtown Orlando, Inc. in the amount of \$25,000 for the FY 2020-2021, authorizing the execution of the Agreement by the Chair and the Executive Director, subject to review and approval by the City Attorney's Office. The motion carried unanimously.

- f. **2020-2021 Homeless Outreach Funding Agreement** – Tiffany Stephens, Fiscal Manager explained that, as stated in the Downtown Outlook Plan, the CRA may support and fund outreach programs to assist homeless persons. For the last few years, under an agreement with the CRA and other entities, the Health Care Center for the Homeless, Inc. (HCCH), has been providing outreach services within the Downtown CRA. The CRA desires to partner with this agency again in order to retain the services of the two homeless outreach specialists currently serving the Downtown CRA. The total estimated cost for outreach services is \$108,879, the agreement for October 1, 2020 to September 30, 2021 would have the CRA contributing \$64,000 and the Homeless Services Network contributing \$35,000; HCCH would cover all remaining costs. The HCCH will supervise the activities of the homeless outreach specialists and provide quarterly progress and summary reports to the CRA and HSN.

Staff requested that the CRA Advisory Board recommend to the CRA that it approve the Homeless Outreach Funding Agreement, subject to review and approval of the City Attorney's Office, and authorize execution of the agreement by the Chair and Executive Director.

A motion was made by Eugene Jones and seconded by Doug Taylor to recommend to the CRA that it approve the Homeless Outreach Funding Agreement, subject to review and approval of the City Attorney's Office, and authorize execution of the agreement by the Chair and Executive Director. The motion carried unanimously.

- g. **Starter Studio Funding Agreement** – Tiffany Stephens, Fiscal Manager explained that the CRA's Downtown Orlando Community Redevelopment Area Plan ("Plan"), most recently adopted on May 4, 2015, addresses the need for business recruitment, development, and retention within the Downtown Orlando Redevelopment Area ("Area"), with a specific goal to support and incentivize business incubators within the Area. Starter Studio will host two cohorts of up to 16 companies per year in its accelerator program, with a minimum of four companies in each cohort. Starter Studio will provide seed funding to its second stage seed accelerator participants if they reach success metrics established by Starter Studio. The amounts of funding provided to the businesses range from \$25,000 to \$225,000, with such investment made in the form of convertible notes. Returns from convertible notes will be returned to the Starter Studio seed fund to invest in other companies.

Staff requested that the CRA Advisory Board recommend to the CRA, approval of the Starter Studio Funding Agreement to contribute \$125,000 to Starter Studio to provide funding for operations of its accelerator program and non-profit seed fund, subject to review

and approval of the City Attorney's Office, and authorize the Chair and Executive Director to execute the Funding Agreement.

A motion was made by Monica McCown and seconded by Doug Taylor to recommend to the CRA, approval of the Starter Studio Funding Agreement to contribute \$125,000 to Starter Studio to provide funding for operations of its accelerator program and non-profit seed fund, subject to review and approval of the City Attorney's Office, and authorize the Chair and Executive Director to execute the Funding Agreement. The motion carried unanimously.

- h. **Downtown Orlando Holiday Decor and Lighting Services Contract Amendment** – Mercedes Blanca, Project Manager explained that on September 9, 2019, the CRA entered into an agreement with Artistic Holiday Designs, LLC for the provision of holiday décor and lighting for Lake Eola Park and City Hall Plaza, along with services for installation, removal, and storage of items purchased. Per the contract, product and services were to be provided at Lake Eola Park starting in the 2019 holiday season and at City Hall Plaza starting in the 2020 holiday season. The contract term is for a three (3) year period from the date of execution, with two (2) possible one (1) year renewals.

After assessing the holiday décor and lighting at Lake Eola Park for the 2019 holiday season, CRA and Parks Department staff determined that there were areas that could be further enhanced to provide a superior experience to the public. As a result, CRA staff is interested in reallocating the funding originally earmarked for City Hall Plaza to Lake Eola Park. This is a total of \$28,000 for product, and \$5,000 for related services annually for the remainder of the contract.

At the end of the 2019 holiday season, the 60' tree that the CRA purchased in 2013 which was located on the eastern side of Lake Eola Park was vandalized. After an insurance investigation was complete, the City of Orlando received a check in the amount of \$96,775.00 to be applied to the repair or replacement of the tree. CRA staff, along with Parks Department staff researched various options and concluded that due to the age of the vandalized tree, the insurance funding should be applied to a new tree structure and new lighting system that will give staff more control and allow for integration with technology at Lake Eola Park. Staff received several estimates and, based on price and seamless installation with the other holiday décor, is recommending the product and service package offered by Artistic Holiday Designs, LLC, which is \$233,000.00 for the tree and related technology; \$29,600.00 for installation, removal, storage, and on-site personnel annually; and not-to-exceed \$11,200.00 for an ornament package for the tree.

The proposed Amendment One to Downtown Orlando Holiday Décor and Lighting Services Contract sets forth the terms related to the purchase of the additional products and services related to both the décor and the tree.

Staff requested that the CRA Advisory Board recommend approval of Amendment One to Downtown Orlando Holiday Décor and Lighting Services Contract between the CRA and Artistic Holiday Designs, LLC., subject to review and approval of the City Attorney's Office, and authorization for the Chief Procurement Officer to execute the Amendment.

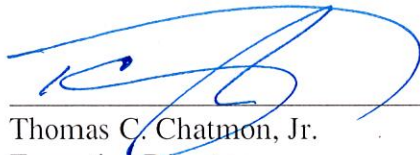
A motion was made by Victoria Siplin and seconded by Doug Taylor to approve Amendment One to Downtown Orlando Holiday Décor and Lighting Services Contract between the CRA and Artistic Holiday Designs, LLC., subject to review and approval of the City Attorney's Office, and authorization for the Chief Procurement Officer to execute the Amendment. The motion carried unanimously.

Next Meeting

The next scheduled meeting of the Community Redevelopment Agency Advisory Board is Wednesday, September 23, 2020 at 3:00 p.m., via Zoom Virtual Webinar

Adjournment

There being no further business to come before the Community Redevelopment Agency Advisory Board, Vice Chair Jamie Barati adjourned the meeting at 4:21 p.m.

A blue ink signature of Thomas C. Chatmon, Jr. is written over a horizontal line.

Thomas C. Chatmon, Jr.
Executive Director

A red ink signature of Ashley Edwards is written over a horizontal line.

Ashley Edwards
Board Secretary

Community Redevelopment Agency (CRA)
COVID-19 Recovery Initiative
Small Business Rental Assistance Program (SBRAP)

Purpose

The Downtown Orlando Community Redevelopment Area Plan (DTO Outlook) calls on the Community Redevelopment Agency (CRA) to stimulate economic growth in the Downtown Orlando Community Redevelopment Area (Area) by encouraging the retention and continued operation of existing businesses. Many small businesses in the Area have suffered economic injury because of COVID-19. The purpose of the Small Business Rental Assistance Program (SBRAP) is to provide relief for these businesses in order to retain such businesses within the Area and prevent blight conditions from occurring within the Area as a potential significant increase in vacancy rates. The SBRAP allows eligible small businesses in the Area to apply, within a 30-day window once the application period opens, for a rent subsidy for up to \$5,000 per month for a maximum of \$30,000 per business.

Funding – Rent Subsidy

Each eligible applicant may receive a rent subsidy of up to \$5,000 per month for a period up to six (6) months, not to exceed total funding of \$30,000 per applicant. The monthly rent subsidy is determined based on a “1:1 match equal to the amount of the abatement, reduction, or deferral of base rent provided by applicant’s landlord.” As an example, an applicant whose regular monthly rent expenses are equal to \$15,000 but are receiving a deduction of \$5,000 per month from a landlord would be eligible for funding of up to \$5,000 per month for six months, for a total of \$30,000, under this program. For purposes of this program, rent expenses only include the base rent as specified in an existing lease agreement. Funds will be provided on a first-come, first-served basis based on approved applicants, and application to the program does not guarantee funding. All Grant funds shall be issued to the grantee on a reimbursement basis only.

If the grantee received funding under the MEBA Rent Abatement Policy Update, that grantee may apply for the SBRAP. However, the funding for which such grantee will be eligible to receive under the SBRAP will be reduced by the amount that was awarded under the MEBA Program Rent Abatement Policy Update.

Eligibility Requirements

To qualify for the rent subsidy, a small business located within the Area must meet the following criteria:

- Be a retail or consumer service business. For purposes of eligibility retail shall mean those retail and consumer service businesses listed at the end of this document.

- Businesses must have been in operation for at least one year as of March 17, 2020, in a physical commercial location with sales of goods or services within the Area (online-only and home-based businesses are not eligible).
- Businesses must have a current City of Orlando Business Tax Receipt.
- Businesses must be current on all rent payments made through the date which is 45 days prior to the date of application.
- Businesses must be a for profit business.
- Businesses must be operating with all required permits and licenses and in accordance with all applicable laws.
- Businesses must be a small business defined as having 1-50 FTE employees or workers as of March 17, 2020.
- Businesses must have applied for the Economic Injury Disaster Loan Program, or Paycheck Protection Program, or Orange County's Small Business Assistance Program, or another federal/state/local program that is available.
- A business defined as an owner-user, i.e. the business is operated in a building owned by the business owner, may receive a subsidy if it receives an abatement, reduction, or deferral of mortgage payment from its lender.

Application Checklist

The following items are required for an application to be considered. Incomplete applications will not be reviewed.

- Application (including General Information and Application Signature)
- City of Orlando Business Tax Receipt
- Required permits and licenses
- Form W-9 (Rev. October 2018) from Internal Revenue Service
- Executed Lease Agreement, with a remaining term of at least one year at the time of application (or Mortgage Loan Documents)
- Letter or lease (or mortgage) amendment reflecting an abatement or reduction in rent (or mortgage) for a minimum of six (6) months
- Evidence of rent payments made through the date which is 45 days prior to the date of application
- Evidence of applications for the Economic Injury Disaster Loan Program, or Paycheck Protection Program, or Orange County's Small Business Assistance Program or any other available federal/state programs
- Financial Statements – Including: Income Statement, Balance Sheet, and Cash Flow Statement for a period of one (1) year or three (3) consecutive quarters

Approval

Applications received under this program will be reviewed and evaluated for compliance with eligibility requirements by staff members of the Orlando Economic Partnership (OEP). Only applicants that submit complete applications and meet all the eligibility requirements will be considered for funding. The Orlando Economic Partnership (OEP) will submit a list of approved applications to CRA staff for review and final approval by the CRA.

Applicants receiving final approval for funding will be notified following such approval and will be required to sign a funding agreement with the CRA. Funding will be treated as a one-year deferred loan. Funding will be disbursed only on a reimbursement basis and following the CRA's receipt of acceptable documentation of payment of rent expenses for such month. The loan will be forgiven in its entirety at the end of the one-year period provided that the grantee complies with the terms and conditions of the agreement.

Term

This SBRAP will be accepting applications from eligible businesses for 30 days once the application period opens. The program application period shall terminate after 30 days following commencement, or when funding is no longer available, whichever is sooner.

Default

If a default or breach occurs as defined by the SBRAP Agreement, the CRA Executive Director shall direct staff to cease further payments to the business and inform the City Attorney's Office to take appropriate steps. The City of Attorney's Office will notify the business of the default and demand reimbursement to the CRA a pro rata share (using a monthly amortization schedule) within a period of thirty (30) days. If the business fails to reimburse the CRA, the Program Manager shall coordinate a meeting of the Default Committee to make recommendations to the CRA Executive Director on the appropriate action to take regarding seeking reimbursement of funds already paid to the business. Any action taken by the CRA Executive Director will be considered final action by the CRA. The Default Committee shall be comprised of the Assistant Director of the CRA or his designee, the Nighttime Economy Project Manager, and the Business Development Division Manager or her designee.



AGREEMENT BETWEEN THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF ORLANDO AND ORLANDO ECONOMIC PARTNERSHIP, INC. FOR ADMINISTRATION OF THE SMALL BUSINESS RENTAL ASSISTANCE PROGRAM

THIS AGREEMENT is entered into this _____ day of _____ 2020, by and between the **Community Redevelopment Agency of the CRA of Orlando**, Florida, a body politic and corporate of the State of Florida, with a principal address of 400 South Orange Avenue, Orlando, Florida 32802 (hereinafter referred to as the “CRA”), and the **Orlando Economic Partnership, Inc.**, a Florida not-for-profit organization with a principal address of 301 East Pine Street, Ste. 900, Orlando, Florida 32801 (hereinafter referred to as “the OEP”) (hereinafter all 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, the Downtown Orlando Community Redevelopment Plan (the “Plan”) notes the retention of small businesses as an opportunity for the CRA and provides for the CRA to create programs and provide incentives under such programs; and

WHEREAS, the goal of the Small Business Rental Assistance Program (“the Program”) is to provide immediate support to Downtown Orlando small businesses impacted by the economic downturn caused by COVID-19 in an effort to enable businesses to remain operational within the Downtown Orlando Community Redevelopment Area (the “Area”) post COVID-19; and

WHEREAS, the CRA has determined that supporting small businesses that have suffered job loss, decline in sales revenue, or loss of customers serves a valid public purpose because it will assist in the retention of such businesses and ultimately prevent blight conditions from developing within the Area caused by a possibly significant increase in vacancy rates; and

WHEREAS, the OEP is 501c3 Florida not-for-profit;

WHEREAS, the OEP has available the necessary qualified and trained personnel, facilities, materials and supplies to administer the Program as set forth in this Agreement; and

WHEREAS, the CRA desires to enter into an agreement with the OEP whereby the OEP will accept, review, and recommend to the CRA applications for approval in accordance with the

terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the foregoing, the Parties agree as follows:

1. **INCORPORATION OF RECITALS.** The recitals set forth above are true and correct and are incorporated herein and made a part of this Agreement.

2. **SCOPE OF SERVICES TO BE PERFORMED BY OEP, MANAGEMENT FEE, AND COSTS.** OEP agrees to administer the Program on behalf of the CRA in accordance with the Program Guidelines attached hereto as **Exhibit "A"**. Said administration shall include accepting and reviewing applications and providing a list to the CRA of eligible grantees for final approval by the CRA staff. OEP shall establish a system for accepting applications within 30 days of the Effective Date. Once a system is established, OEP shall have 30 days to accept and review applications. OEP shall then have 30 days from the closing of the application period to provide a list to the CRA staff. OEP shall also appoint an individual or individuals, subject to the CRA's approval, to review applications and make recommendations on awards. OEP shall appoint this individual(s) no later than five (5) days after the Effective Date of this Agreement. The CRA shall pay OEP a management fee for administering the Program in an amount equal to three percent (3%) of the CRA's Program cost but not to exceed Forty-Five Thousand Dollars and No Cents (\$45,000.00). The CRA shall also reimburse OEP for the cost of one (1) user for the technology to be used to review applications (not to exceed \$3,500).

3. **NONPROFIT STATUS.** The OEP shall maintain its corporate, non-profit status in the State of Florida throughout the term of this Agreement. If the OEP should, during the term of this Agreement, lose its corporate or non-profit status, it shall immediately notify the CRA within ten (10) days of the event. Upon such an event, the CRA reserves the right to immediately terminate this Agreement.

4. **NONDISCRIMINATION.** The OEP agrees to administer the Program without regard to race, color, creed, sex, age, national origin, disability, sexual orientation or marital status and in compliance with Chapter 57 of the Code of the CRA of Orlando, Title VII of the Civil Rights act of 1964 as amended, and any and all other applicable federal, state or local laws, rules or regulations, whether presently existing or hereafter promulgated.

The OEP also agrees that all contractors, subcontractors, or others with whom it arranges to provide services to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of this provision. Upon receipt of evidence of such discrimination, the CRA reserves the right to immediately terminate this Agreement.

5. **ACCOUNTING AND AUDIT.** The OEP shall utilize and maintain such records and practices regarding the administration of the Program. All such records shall be open to inspection and audit by the CRA or by the CRA's designee during normal business hours during the term hereof and for a period of three (3) years after the termination of this Agreement. Any cost incurred by the OEP and/or OEP because of a CRA audit shall be the sole responsibility of and shall be borne by the OEP and OEP.

6. **MONITORING.** The OEP shall permit the CRA to monitor the OEP's records and facilities, and/or interview the OEP's applicants, clients or employees in order to ensure compliance with the terms of this Agreement. The OEP shall, to assist monitoring of its programs and activities, provide to the CRA or the CRA's designee access to all client records and such other information as the CRA may deem necessary.

7. **TERM.** Unless earlier terminated, this Agreement shall remain in effect for the period commencing October 5, 2020 and terminating April 5, 2021.

8. **EFFECTIVE DATE.** The effective date of this Agreement shall be the date the last party executes this Agreement or it is void and has no effect.

9. **TERMINATION.** Either party may terminate this Agreement at any time, with or without cause, upon no less than ten (10) days' notice in writing to the other party. Said notice shall be delivered by certified mail or in person to the business address of the party upon whom such notice is served.

10. **INDEMNIFICATION.** The OEP agrees to indemnify and hold harmless the CRA from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and cost of actions, including attorneys' fees for trial and on appeal, of any kind and nature arising or growing out of or in any way connected with the OEP's performance of this Agreement, the OEP's performance of its programs and activities, or because due to the mere existence of this Agreement itself.

11. **DEFAULT.** The following shall constitute an Event of Default under this Agreement:

- (a) OEP's failure to administer the Program in accordance with the terms and conditions of this Agreement;
- (b) OEP makes a material representation in any certification or communication submitted by the OEP to the CRA in an effort to induce the contribution of the Funds or the administration thereof that is later determined by the CRA to be false, misleading, or incorrect in any material manner; or
- (c) OEP's failure to comply with any of the terms and conditions in this Agreement.

Upon the occurrence of any Event of Default, or any other breach of this Agreement, the CRA shall have the authority to terminate this Agreement and seek reimbursement of the funds, and/or exercise all rights and remedies available to it under the terms of this Agreement under statutory law, or under common law.

12. **NO WAIVER.** The continued performance by either party hereto, pursuant to the terms of this Agreement, after an Event of Default shall not be deemed a waiver of any rights by the CRA. Furthermore, the waiver of any default by the CRA in no event shall be construed as a waiver of rights with respect to any other default, past or present.

13. **CONSTRUCTION; SEVERABILITY.** This Agreement shall be construed in

accordance with the laws of the State of Florida. The Parties agree that if any covenant, condition or provision contained in this Agreement is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other covenants, conditions or provisions herein contained.

14. **NONASSIGNABILITY.** The services to be rendered by OEP are personal in nature. Therefore, OEP shall not assign any rights to duties under this Agreement to any other party without prior written permission of the CRA.

15. **NO JOINT VENTURE.** It is mutually understood and agreed that nothing contained in this Agreement is intended, or shall be construed, as in any way creating or establishing the relationship as partner or joint ventures between the parties hereto or as constituting the OEP as the agent or representative of the CRA for any purpose or in any manner whatsoever.

16. **VENUE.** Any litigation occurring as a result of this Agreement shall be held in the courts of Orange County, Florida and shall be governed by the laws of the State of Florida. The OEP agrees to notify the CRA of an occurrence of any incident or action filed against the agency, such as but not limited to, lawsuits, injuries, or allegations of abuse or neglect.

17. **MODIFICATION OF THIS AGREEMENT.** 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 of like import and executed by the Parties hereto.

18. **INSURANCE.**

(1) The OEP shall furnish the CRA with a Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer, evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). The CRA, its officials, officers and employees shall be named additional insureds under the Commercial General Liability policy. If the policy provides for a blanket additional insured coverage, the OEP shall provide a copy of the section of the policy along with the Certificate of Insurance. If the coverage does not exist, the policy shall be endorsed to include the additional insured verbiage. The Certificate of Insurance shall provide that the CRA shall be given, by policy endorsement, not less than thirty (30) days written notice prior to the cancellation or non-renewal or by a method acceptable to the CRA. Until such time as the insurance is no longer required to be maintained by OEP, both entities shall provide the CRA with a renewal or replacement Certificate of Insurance before expiration or replacement of the insurance for which a previous Certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with this Agreement and that the insurance is in full compliance with the Insurance requirements of this Agreement. The Certificate shall have this Agreement title clearly marked on its face.

(3) In addition to providing the Certificate of Insurance, on a current ACORD Form, upon request as required by the CRA, OEP shall, within thirty (30) days after receipt of the request provide the CRA with a certified copy of each of the policies of insurance providing the coverage required by this Section. Certified copies of policies may only be provided by the insurer, not the

agent/broker.

(4) Neither approval by the CRA, nor failure to disapprove the insurance furnished by OEP, shall relieve OEP of its full responsibility for performance of any obligation including OEP's indemnification of the CRA under this Agreement.

(a) **Insurance Company Requirements.** Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies (other than Workers' Compensation) must be authorized to conduct business in the State of Florida and prove the same by maintaining Certificates of Authority issued to the companies by the Florida Office of Insurance Regulation.

(2) In addition, such companies shall have and maintain, at a minimum, a Best's Rating of "A-" and a minimum Financial Size Category of "VII" according to A.M. Best Company.

(3) If during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: (i) lose its Certificate of Authority; or (ii) fail to maintain the requisite Best's Rating and Financial Size Category, OEP shall, as soon as it has knowledge of any such circumstance, immediately notify the CRA and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as OEP has replaced the unacceptable insurer with an insurer acceptable to the CRA, OEP shall be deemed to be in default of this Agreement.

(b) **Specifications.** Without limiting any of the other obligations or liability of the OEP, OEP shall, at its sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection. Except as otherwise specified in this Agreement, the insurance shall become effective upon execution of this Agreement by OEP and shall be maintained in force until the expiration of this Agreement's term. Failure by the OEP to maintain insurance coverage within the stated period and in compliance with insurance requirements of the CRA shall constitute a material breach of this Agreement, for which this Agreement may be immediately terminated by the CRA. The amounts and types of insurance shall conform to the following minimum requirements:

(1) **Workers' Compensation/Employer's Liability.**

(A) The OEP's insurance shall cover the OEP for liability which would be covered by the latest edition of the standard Workers' Compensation policy as filed for use in Florida by the National Council on Compensation Insurance without restrictive endorsements. The OEP will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability that is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both OEP and its subcontractors are outlined in subsection (C) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employees' Liability Act, and

any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation policy shall be:

\$500,000.00	(Each Accident)
\$500,000.00	(Disease-Policy Limit)
\$500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) The OEP's insurance shall cover the OEP for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by OEP (inclusive of any amounts provided by an Umbrella or Excess Policy) shall be as follows:

General Aggregate	Two Times (2x) the Each Occurrence
Limit Personal & Advertising	\$1,000,000.00
Injury Limit	
Each Occurrence Limit	\$1,000,000.00

(3) Professional Liability Insurance. The OEP shall carry for the OEP Professional Insurance Liability insurance with limits of not less than One Million and No/100 Dollars (\$1,000,000.00).

(4) Business Auto Policy. The OEP's insurance shall cover the OEP for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01) as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non- owned and hired autos or any autos.

(A) The minimum limits to be maintained by OEP (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, OEP shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by

OEP shall be a minimum of three times (3x) the per-accident limit required and shall apply separately to each policy year or part thereof.

(B) The minimum amount of coverage under the Business Auto Policy shall be: Each occurrence Bodily Injury and Property Damage \$1,000,000.00.

(c) **Coverage.** The insurance provided by the OEP pursuant to this Agreement shall apply on a primary and non-contributory basis and any other insurance or self-insurance maintained by the CRA or the CRA's officials, officers or employees shall be in excess of and not contributing to the insurance provided by or on behalf of OEP.

(d) **Occurrence Basis.** The Workers' Compensation policy, the Commercial General Liability and the Umbrella policy required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy may be on an occurrence basis or claims-made basis. If a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(e) **Obligations.** Compliance with the foregoing insurance requirements shall not relieve OEP, its employees or its agents of liability from any obligation under a section or any other portion of this Agreement.

19. **PUBLIC RECORDS.** The OEP understands that by virtue of this Agreement it may be a "Contractor" as defined by section 119.0701, Florida Statutes, and as such, may be subject to and required to comply with same. Further, if, when and to the extent the OEP acts on behalf of the CRA, the OEP shall comply with all applicable provisions of the Chapter 119, Florida Statutes, and specifically shall:

a. Keep and maintain public records required by the CRA for the duration of this Agreement to perform the service;

b. Upon request from the CRA's custodian of public records, provide the CRA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Florida law;

c. Ensure that public records that are exempt or confidential, and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement; and

d. Following completion of this Agreement, keep and maintain public records and meet all applicable requirements for retaining public records for the duration required by Chapter 119, Florida Statutes, plus 1 (one) year. All records stored electronically must be provided to the CRA, upon request from the CRA's custodian of public records, in a format that is compatible with the information technology systems of the CRA.

If the OEP does not comply with a public records request, the CRA shall enforce these provisions in accordance with the Agreement.

20. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof; any representations or statement heretofore made with respect to such subject matter, whether verbal or written, are merged herein. No other agreement, whether verbal or written, with regard to the subject matter hereof shall be deemed to exist. This Agreement shall only be modified in writing, signed by both parties.

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. **FORCE MAJEURE.** The Parties acknowledge and agree that unforeseen and uncontrollable Acts of God or acts of people may interfere with OEP's ability to perform its responsibilities and duties as required by this Agreement. Such occurrences may include, but is not limited to, hurricane, tornado, tropical storm, tropical depression, earthquake, flood, lightning, water damage, severe weather conditions, accidents to or failure of essential equipment or machinery, fire, labor controversy, riot, civil unrest, civil commotion, terrorist activity, war, acts of a public enemy, or major upheaval, law, enactment, rule, or order of any government, failure of essential technical facilities, failure or delay of essential transportation facilities, or other cause of a similar or like nature not reasonably within the control of OEP and which OEP could not have avoided by exercise of reasonable and prudent diligence. In the event such an occurrence forces OEP to cancel or postpone any or all its activities or endeavors related to this Agreement, OEP shall make all reasonable efforts to mitigate the costs associated with such occurrence, and OEP shall immediately notify and consult with the CRA concerning appropriate efforts to continue with the Program.

23. **NOTICE.** Any notices to be delivered hereunder shall be in writing and be deemed to be delivered when (i) hand delivered to the person hereinafter designated, or (ii) deposited in the United States Mail, addressed to a party at the addresses set forth opposite the party's name below, or at such other address as the applicable party shall have specified, from time to time, by written notice to the other party delivered in accordance herewith:

CRA: The City of Orlando
Executive Director of the CRA
P.O. Box 4990
Orlando, Florida 32802
(with a copy to City Attorney's Office)

OEP: Orlando Economic Partnership, Inc.
Attn: Crystal Sircy, COO
301 East Pine Street, Ste. 900
Orlando, Florida 32801

IN WITNESS WHEREOF, the parties hereto have executed these presents and have set their hands and seals the day and year first above written.

COMMUNITY REDEVELOPMENT AGENCY

By: _____
Chairman
Print Name: _____
Date: _____

ATTEST: _____
Executive Director
Print Name: _____
Date: _____

APPROVED as to form and legality,
for the use and reliance of the
CRA/City of Orlando, Florida only.
_____, 2020.

Assistant City Attorney. City of Orlando

STATE OF FLORIDA
COUNTY OF ORANGE

PERSONALLY APPEARED before me by means of ☐ physical presence or ☐ online notarization, the undersigned authority, _____, ☐ well known to me or ☐ who has produced his/her _____ as identification, and known to me to be the Chairman of the Community Redevelopment Agency, and acknowledged before me that he/she executed the foregoing Agreement on behalf of the Community Redevelopment Agency as its true act and deed, and that he/she was duly authorized to do so.

WITNESS my hand and official seal this ____ day of _____, 2020.

NOTARY PUBLIC
Print Name: _____
My Commission Expires: _____

**ORLANDO ECONOMIC
PARTNERSHIP, INC.**

By: _____
President/Executive Director
Federal I.D. No. _____

WITNESS:

Print Name: _____

STATE OF FLORIDA
COUNTY OF ORANGE

Personally appeared before me by means of ☐ physical presence or ☐ online notarization, the undersigned authority, _____, well known to me and known by me to be the _____ of Orlando Economic Partnership, Inc., and acknowledged before me that they executed the foregoing instrument on behalf of said corporation as its true act and deed, and that they were duly authorized so to do. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this day of ____, 2020.

NOTARY PUBLIC
Print Name: _____
My Commission Expires: _____

EXHIBIT “A”

SMALL BUSINESS RENTAL ASSISTANCE
PROGRAM GUIDELINES

[attach program guidelines here]

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 (“DTOulook” 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.

BUDGET RESOLUTION ONE OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF ORLANDO AMENDING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019 AND ENDING SEPTEMBER 30, 2020; RECOGNIZING ADDITIONAL REVENUE, APPROVING ALLOCATION OF FUNDING FOR SPECIFIC PROJECTS AND LINE ITEMS; MAKING FINDINGS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on September 16, 2019, the Community Redevelopment Agency ("CRA") approved, by resolution, a budget for Fiscal year 2019-2020; and

WHEREAS, during this Fiscal Year 2019-2020, the CRA desires to re-allocate funds to be used for specific projects and purposes; and

NOW, THEREFORE, BE IT RESOLVED BY THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF ORLANDO:

SECTION 1: The Community Redevelopment Agency does hereby amend its budget for the Fiscal Year beginning October 1, 2019 and ending September 30, 2020, to include the changes specified on Exhibit "A".

SECTION 2: This budget amendment is adopted in accordance with Section 189.418, Florida Statutes (2019).

SECTION 3: The budget for Fiscal Year 2019-2020 adopted by the Community Redevelopment Agency on September 16, 2019 shall otherwise remain in full effect as shall the terms of the resolution adopting such budget.

SECTION 4: This resolution shall take effect immediately upon its adoption by the CRA.

ADOPTED at a regular meeting of the Community Redevelopment Agency this ____ day of _____, 2020.

CITY OF ORLANDO COMMUNITY
REDEVELOPMENT AGENCY

ATTEST:

By: _____
Executive Director

By: _____
Chairman

APPROVED AS TO FORM AND LEGALITY FOR
THE USE AND RELIANCE OF THE
COMMUNITY REDEVELOPMENT AGENCY,
ONLY.

_____, 2020
Assistant City Attorney

Exhibit “A”

Community Redevelopment Agency – Downtown Area Operating
Fund 1250

Budgetary Changes

Revenues

No Change in Total Revenues

Appropriations

No Change in Total Appropriations

Project and Grant Appropriations Within Total

<u>CRA Operating Fund</u>	<u>\$0</u>
DTO Implementation	(\$2,000,000)
High Wage/High Value Jobs	\$2,000,000

Community Redevelopment Agency (CRA) Retail Stimulus Program (RSP)

Business Contact Information		
Contact Name	Marcus Jordan	
Mailing Address	7101 Presidents Dr. Suite 106 Orlando, FL. 32809	
Telephone	407-674-7101	
Fax	N/A	
Email	MJ@TrophyRoomStore.com	
Business Information		
Business Name	HEIR LLC TROPHY ROOM	
Mailing Address	7101 Presidents Dr. Suite 106 Orlando, FL. 32809	
Telephone	407-674-7101	
Fax	N/A	
Email	MJ@TrophyRoomStore.com	
Corporation Officers & Titles	Marcus Jordan – Founder & CEO	
Date & State of Incorporation	06/04/2012 Florida	
FEIN ID	45-5428905	
List other Locations (If Applicable)	1) N/A	
	2) N/A	
	3) N/A	
Downtown Location		
Store/Location Address	50 South Rosalind Ave, Retail B Orlando, FL. 32801	
Targeted Opening Date	5/23/2021 or as soon as possible.	
Hours of Operation	Mon-Fri: 12PM-8PM; Saturday: 11AM-8PM; Sunday: 12PM-5PM	
Build-out Estimated Time	90-120 days	
Build-out Estimated Cost	\$630,000	
List General Scope of Work	PERMITS & INSPECTIONS SITE PREP PROJECT RELATED DEBRIS REMOVAL CONCRETE SLAB & MEZZANINE STAIRS FRAMING DOORS DRYWALL	PAINTING CARPENTRY TILE MECHANICAL FIRE ALARM & SPRINKLER SYSTEM STORAGE RACK SYSTEM HYDRAULIC LIFT PLUMBING

Community Redevelopment Agency (CRA) Retail Stimulus Program (RSP)

Leasing / Property Contact Information

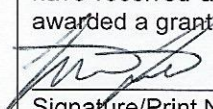
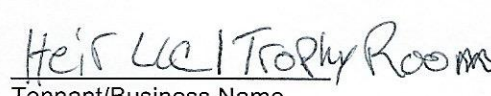
Contact Name	Peter Melmed and Eran Landry	
Mailing Address	UC ORLANDO CENTRAL, LLC c/o Mill Creek Residential Trust, LLC 109077692.6 4835-6835-1390.10 225 E. Robinson St. Suite 360 Orlando, FL 32801 Attn: Peter Melmed & Eran Landry	
Telephone	301 367-1407	
Fax	N/A	
Email	PMelmed@MCRTTrust.com	

Property Information

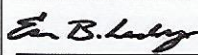
Property Owner	UC Orlando Central LLC	
Store Location (Address)	50 South Rosalind Ave, Retail B Orlando, FL. 32801	
Square Footage	2,080 SF	
Monthly Rent	\$6,933.83	
Length of Lease	10 years	
Terms	See lease agreement provided.	
Build-out \$\$ Allowance	Yes _____ No _____	\$65 / SF or \$135,200
Build-out Time Allowance	Yes _____ No _____	5 _____ Months
Type of Business	Retail Goods & Services	
City of Orlando Business Tax Receipt		

Acknowledgements

As a business seeking to open a new location in this community, I wish to participate in the CRA Retail Stimulus Program. I understand that this application does not imply approval and funding under the program and, that my application is reviewed by the Community Redevelopment Agency for possible approval. I acknowledge that I have received a copy of the CRA Retail Stimulus Program and will comply with all requirements should I be awarded a grant.

 Signature/Print Name	For	 Tennant/Business Name
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I acknowledge that Heir LLC is seeking assistance using the CRA Retail Stimulus Program and that the general terms of their lease conform to the terms above. Should the applicant win a grant award, I understand that funds will be used to make improvements to my property.

 Signature/Print Name	For UC Orlando Central LLC Property Owner
---	--

Community Redevelopment Agency (CRA) Retail Stimulus Program (RSP)

<i>Attachments</i>	
Attachment A	What are the terms of the lease? <i>Attach a copy of your Letter Of Intent outlining terms of lease.</i>
Attachment B	What is the tenant business? How do they operate? <i>Attach a copy of your Business Plan</i> <i>Business plans MUST include at a minimum:</i> <ul style="list-style-type: none"> • <i>Description of Operation</i> • <i>Major Brands or Services</i> • <i>Operating Budget</i> • <i>Growth Plan</i>
Attachment C	Who are the principals managing/operating the tenant business? What are their Qualifications? <i>Attach copies of Resumes for Principals and Management</i>
Attachment D	What is the business' financial strength? <i>Attach the business tax returns for the last two fiscal years</i> <p style="text-align: center;"><i>-or-</i></p> <i>Attach principal/owner tax returns for the last two years</i>
Attachment E	Has the applicant provided designs, drawings/renderings, and cost estimates? <i>Attach three (3) contractors bids</i> <p style="text-align: center;"><i>-and-</i></p> <i>Attach designs, drawings, and/or renderings</i>

TROPHY ROOM

BUSINESS & OPERATIONS PLAN

PREPARED BY: MARCUS JORDAN

TROPHY ROOM

CONCEPT

TROPHY ROOM is a footwear and street wear boutique that is re-launching within Downtown Orlando, FL. TROPHY ROOM is distinguishing itself from other retail shopping stores through its integration of exclusive product offerings, historical Jordan family artifacts, partnerships with highly sought after apparel vendors, & through community events and engagements. TROPHY ROOM's theme is designed to recognize and memorialize the Jordan legacy. TROPHY ROOM has identified an experiential retail void in the Orlando market.

With its ability to attract over 60 million annual visitors who combine to spend over \$30 billion annually, Orlando offers an ideal location for re-introducing the TROPHY ROOM concept. TROPHY ROOM has secured a 2,080sf space within Downtown Orlando, FL. Located at Modera Central, a new luxury residential building where TROPHY ROOM will occupy a 1st floor retail unit with large street visibility.



TROPHY ROOM is inspired by and seeks to replicate the experience of the room within the Jordan family residence where all of the family's awards were prominently displayed. The room's central location within the house provided a perpetual source of inspiration for every member of the Jordan family and celebrations such as Christmas were held within the space. TROPHY ROOM features video and images of the Jordan family's iconic room while the memorabilia, apparel and footwear that is available for purchase, serve as trophies for the company's loyal and dedicated customers.

TROPHY ROOM has worked with renowned boutique owner James Whitner as he provided consultation and oversight throughout the process of designing and implementing TROPHY ROOM's new retail experience. The team is focused on creating a shopping environment that embraces and showcases the unrelenting and expanding popularity of Jordan and Nike footwear, emerging + established street wear brands & providing an immersive retail experience by engaging the Orlando community and providing a space for impactful interaction for sneaker and fashion enthusiasts.

Within recent years, sneaker and street wear culture have become increasingly connected and have essentially crafted their own fashion segment. Nike and Jordan have continually amplified the breadth of their product lines while simultaneously boosting demand and urgency amongst shoppers through product releases that occur every week of the year. TROPHY ROOM attracts these consumers by offering the top products from both brands. TROPHY ROOM has secured a Tier 0 account that provides customers with access to extremely limited quick-strike releases, hyper-strike releases, as well as Nike & Jordan collaborations with other brands. In addition, TROPHY ROOM is partnering with leading street wear brands such as Off-White, Heron Preston, A Bathing Ape, and Palm Angels to retail seasonal offerings and collaborative releases that will only be available in Orlando through TROPHY ROOM's retail presence. This combination of exclusive product offerings will spark customer engagement, as customers will have to follow the store's events calendar & social media presence as the only method of ensuring their purchase of the most in-demand products.

In an effort to solidify TROPHY ROOM as a must-stop destination for Orlando visitors, TROPHY ROOM is integrating features within its space that transcend the typical retail shopping experience. Outlined below are a number of unique offerings TROPHY ROOM is seeking to implement:

- **T-Shirt Customization** – A seasonally updated array of exclusive MJ themed printable items such as: Retro silhouettes customers can customize, “MJ Quote of the Day”, Anniversary of Iconic achievements, Orlando/Local happenings and more.
- **Celebrity Tie-Ins** – Interactive appearances with Jordan Brand & Nike athletes as well as other prominent celebrities.
- **Video and Music Entertainment** – System featuring recurring videos that are produced by the TROPHY ROOM team.
- **BREAKFAST CLUB** --- Inspired by MJ's “Breakfast Club” initiated in 1989, where he ran into a proverbial wall during the playoffs 3 years in a row, prompting Jordan to work out early mornings with his teammates to prepare for the upcoming season & playoff grind. TROPHY ROOM's BREAKFAST CLUB will provide a modern, creative, social, + healthy atmosphere for Orlando sneaker & fashion enthusiasts to network & engage in current events within the culture.
- **Retro Jordan Display** – Shoe display featuring Jordan 1-30 in exclusive store colorway
- **Exclusive TROPHY ROOM Apparel** – Products such as T-shirts, Hoodies, Hats & Trinkets that commemorate a customer's visit to TROPHY ROOM.
- **Mr. Flower Fantastic / DANLIFE, ETC.** --- Seasonal Jordan Artwork installations that become a photo moment/social media moment in-store.



INSPIRATION

The concept for TROPHY ROOM was crafted by Marcus Jordan, who during his time at the University of Central Florida began taking note of the changing fashion landscape. While in school, Marcus took his first step into the fashion world by designing a line of men's apparel that draws inspiration from prestigious fashion labels while offering styles and prices that are more accessible to urban consumers. Through the trials of developing the apparel line, Marcus crafted the idea that launching a retail boutique is an ideal opportunity for him to continue to develop his expertise within the fashion industry.



In recent years, the line between designer fashion, Jordan + Nike sneakers & street wear labels has merged as countless celebrities and style icons have crafted their images and wardrobes to blend the pair. Bringing together styles that were previously considered to be in contrast to one another has become increasingly popular and it is now commonplace to see flawlessly tailored designer pants or jackets matched with screen-printed t-shirts, hoodies and a pair of Jordan shoes.

Marcus has spent much the past 5 years researching and identifying trends within the fashion landscape that will provide TROPHY ROOM with a distinct advantage over competing retail boutiques. The majority of retailers that target young and urban demographics do not focus much effort in creating a shopping environment that reflects, embraces, engages & activates the lifestyles of the store's key customers. By creating daily and weekly campaigns with an experiential, social & workshop atmosphere, TROPHY ROOM invites the consumer into the the Jordan Legacy and street wear culture like never before.

CORE VALUES & MISSION

Fundamental to TROPHY ROOM's success is creating an environment in which customers are engaged with the brand and view TROPHY ROOM as a partner in their efforts to educate and distinguish themselves in sneakers and fashion. TROPHY ROOM understands the importance that fashion plays in the lives of its customers and as a result the company is dedicated to creating meaningful relationships with its customers and the surrounding community. In efforts to solidify its relationship with Orlando residents, TROPHY ROOM is planning to coordinate weekly events in The Breakfast Club, in addition to community happenings of the week.

The mission for TROPHY ROOM is to develop a sustainable business model that can eventually be translated to additional markets as the brand becomes established and solidified as a trendsetter within the fashion landscape of urban America.



TROPHY ROOM also operates an online retail store as another avenue for the brand's customer base to stay up to date with the company and boost the store's reputation as a premier retail boutique. Attention to detail and efficiency across its business practices and customer relations will ensure steady growth for the brand and create lasting value for TROPHY ROOM and its stakeholders.

TROPHY ROOM's founder and CEO, Marcus Jordan, is dedicated to the advancement of the brand and is continually working to expand his knowledge and expertise by surrounding himself with mentors and innovators across many disciplines. By leveraging the network that he has established, the potential for creating a transformational brand is immense. Marcus views TROPHY ROOM as an opportunity to hone his skills as a leader and visionary and believes the successful re-launch of TROPHY ROOM will function as an important foundation and building block in the advancement of his career.



PRODUCT LINE

JORDAN BRAND



NIKE Footwear



MJ x UDA Memorabilia



Leading Street Wear Vendors



BRAND DEVELOPMENT

STRATEGY

The goal of TROPHY ROOM's brand development strategy is to create a platform for long-term success, company awareness, and excitement around the business. The long-term strategy for TROPHY ROOM includes launching additional locations as the brand and concept generate recognition. It will achieve this through the following measures:

- Establish the brand identity
- Generate desire and demand for the brand
- Create memorable customer experiences
- Build loyal relationships with clients
- Design a best-in-class social media presence

TROPHY ROOM will employ an integrated marketing strategy to reach its target market segments. The intended strategy is to utilize marketing, public relations, advertising and sales efforts to position the boutique as the premier destination for sportswear in the Orlando area. The following strategies will ensure that the brand gains brand recognition prior to and through its launch.

TACTICS

PUBLIC RELATIONS

Traditional Media Outreach

Creative Programming

Pre---Launch

Launch Events

Story Angles

MARKETING

Website & Mobile App

SEO/SEM

Social Media

Reviews & Referrals

Email Advertising

PUBLIC RELATIONS

The public relations efforts will be focused on securing the brand media coverage and exposure across various outlets including fashion blogs, social media, magazines and television. Public relations' efforts will also include quarterly creative programming ideas and pitches as well as celebrity outreach initiatives that will keep Trophy Room in the media spotlight and provide the media with an ever-changing story angle, increasing the brand's opportunity for consistent media coverage.

Objectives and Scope of Work

- Launch the Trophy Room brand into the media marketplace and support the overall brand strategy
- Create a strategic media relations plan to position Trophy Room as the premier footwear and sportswear destination in Orlando
- Build awareness of the newly launched brand through creative programming and partnerships
- Continually generate creative ideas for publicity, as well as identify applicable trends
- Target appropriate media to invite for special events and product launches throughout the year
- Develop quarterly ideas including sponsorships, partnerships, and word of mouth and buzz activities
- Provide counsel and recommendations for expanding and leveraging current social media programs

Pre-Launch Events and Initiatives

Trophy Room will execute a series of pre-launch initiative events in order to successfully introduce the brand into the marketplace. Some examples of these are outlined below:

Press Release Countdown Campaign --- Send a series of press releases announcing the launch of Trophy Room. Each press release will reveal an additional newsworthy element about the store. This will increase the ongoing media coverage up until the launch

Pre-Opening Tours - Invite media, influencers and local trendsetters for an exclusive tour of the store prior to its public grand opening. This will peak interest prior to opening and generate buzz within the community. It will also provide an opportunity for media coverage prior to opening.

Launch Events and Initiatives

Grand Opening Celebration --- Identify appropriate media and influencers to host a grand opening party to officially launch the brand.

Ongoing press outreach --- Continue to reach out to the media via creative pitches and press materials to secure editorial coverage.

MARKETING

Through the following marketing tactics, marketing will assist in defining, establishing and executing the overall brand strategy and drive business into and through its launch.

Website and Mobile Application

Trophy Room website will highlight its unique value proposition, its advantages over its competitors, and draw attention to any ongoing promotions and new product releases. The website will be extremely visual with many photos of the boutique, featured clothing articles, and highlights from past and future events. A mobile application will be built in order to increase accessibility for customers.

Search Engine Marketing and Search Engine Optimization

Internet searches are by far the most common activity on the Internet and therefore it is crucial to appear among the top results when a user searches for keywords related to the business. Trophy Room will implement an aggressive search engine optimization strategy, whereby Trophy Room will optimize content using keywords related to its featured brands and location enabling the site to organically aggregate higher on Google, Bing and Yahoo search engines.

Trophy Room will also utilize Google, Yahoo and Bing paid search campaigns to target its customers. This will include pay-per-click campaigns that target high search volume terms so as to drive traffic to the website. Trophy Room will analyze and opt for keywords that are the most cost effective in terms of driving traffic to their site.

Social Media & Blog

Aside from the website, Trophy Room will develop a full online and social media presence. A solid online presence represents an inexpensive promotional and informational strategy. A Facebook fan page as well as a Twitter account and blog will be essential in connecting with customers as well as further establishing an online presence and increasing SEO. Trophy Room will employ real-time updates to keep users in the loop regarding upcoming events, promotions and product releases.

The social media channels will also allow members to receive special benefits encouraging an “insider” feel with loyal customers. Engaging the prospective fans is critical, while providing incentives is the key to driving brand equity. The social media community will therefore have contests, giveaways and insider perks.

Online Video Presence

Video is becoming more and more popular, both for SEO purposes and for user engagement. Having video both onsite and offsite such as on YouTube has been shown to expand a brand’s popularity and good will, and allows a brand to better control its message and connect with its customers and fans. Therefore, Trophy Room will create a YouTube channel and begin to add valuable videos and embed these on their website as well.

Guest Reviews, Feedback and Referrals

Positive customer testimonials are one of the strongest forms of advertising and can be the key decision point for many potential customers. The presence of positive customer reviews in comprehensive or specialized rating websites and forums can drive business, build brand awareness and increase SEO. The brand will therefore build attractive profiles on popular sites and proactively communicate with its customers.

Direct Mail and E-mail Campaign

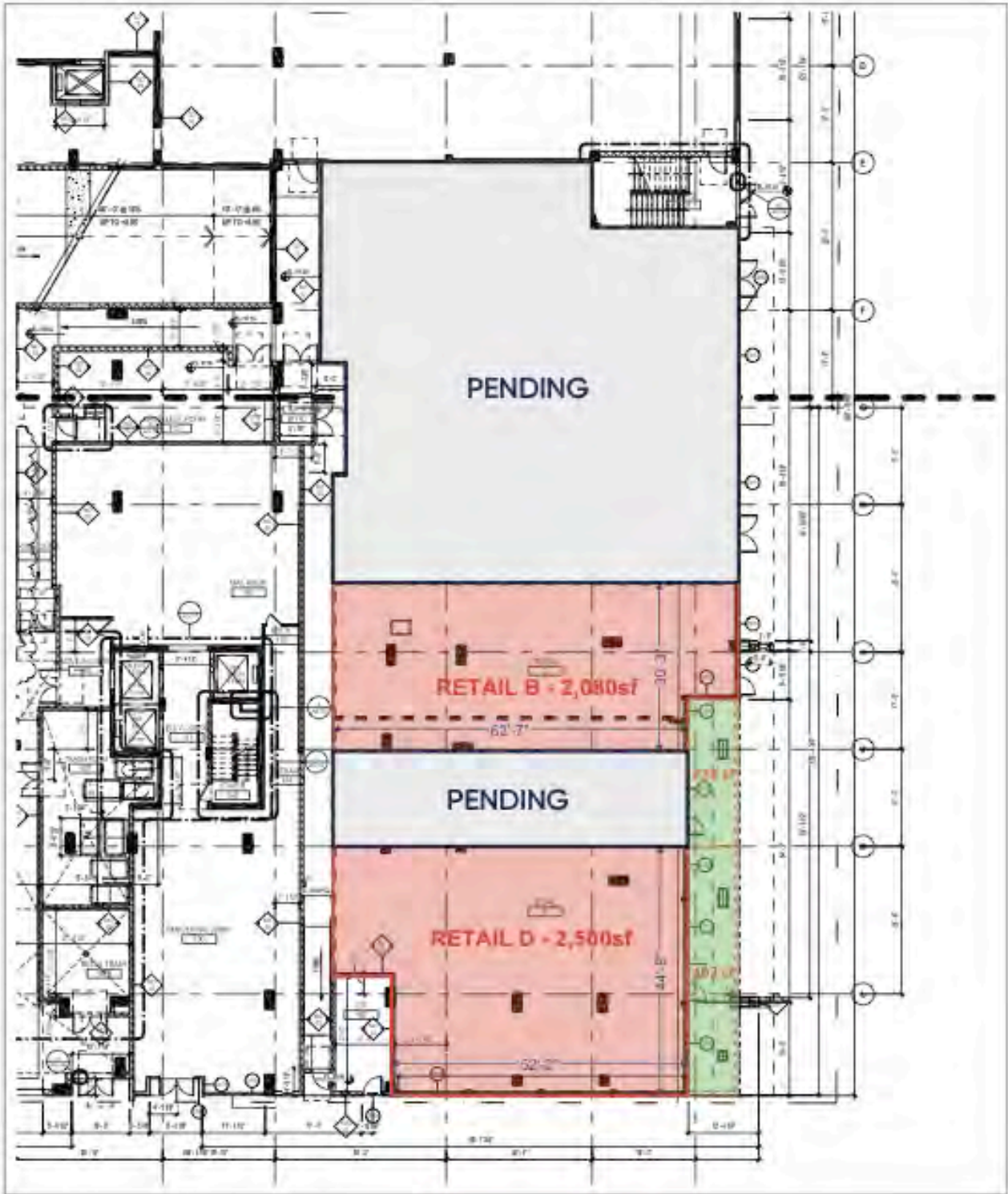
Trophy Room will secure a comprehensive database of consumer contact information through various events, in-store purchases, and directly through their website. Trophy Room will then implement a series of direct e-mail initiatives that will engage current customers, capture new business and ultimately drive revenue. Among these include:

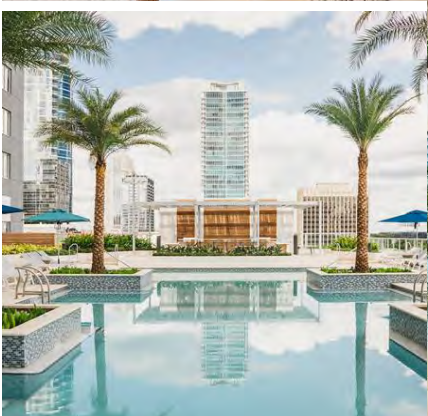
- A monthly newsletter with events, news and special offers.
- A special quarterly offer for website users

Print Advertising

In select instances, Trophy Room will place ads in local publications. The brand will identify the best issues to showcase the store and create an ad that communicates the value proposition of the brand

Site Plan






Downtown Orlando Information

Renderings & Details





MODERA[®] | CENTRAL

BY MILL CREEK

22-Story High-Rise A Sleek Residential & Retail Community	350 Luxury Apartments Featuring a Distinctively Modern Style
Ground Floor Retail 12,721 SF of Retail & Restaurant Space	The University Club A Reimagined & Redesigned 30,000+ SF Space
Walkable Location In the Epicenter of Lake Eola & Downtown	Close Proximity to Lake Eola Boasting 85,000 Visitors per Month

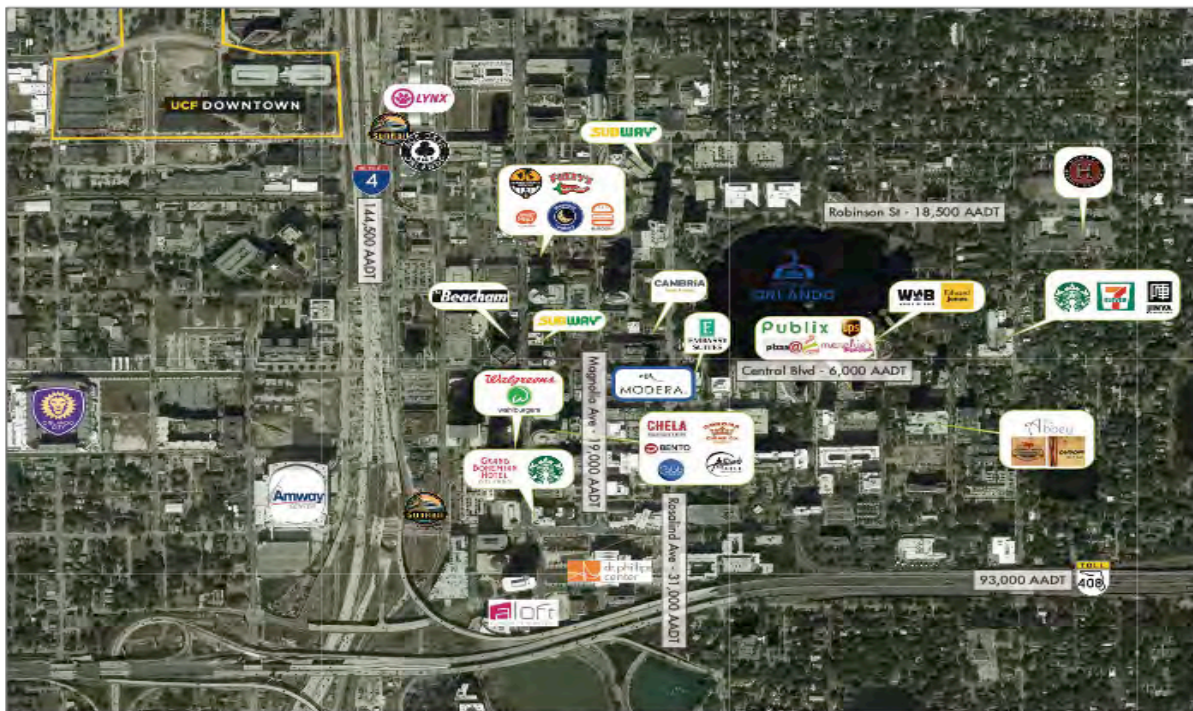
AVAILABILITY
 2,080 SF & 2,500 SF

LEASE RATE
 \$36 / SF

“But the real home run for downtown may be snagging a familiar big-box concept, such as Target or Walmart. The moment we land something like that in the central business district, we have arrived.” said Jill Rose.

ORLANDO BUSINESS JOURNAL
 For the full article, [click here](#).

Points of Interest



Transportation Map



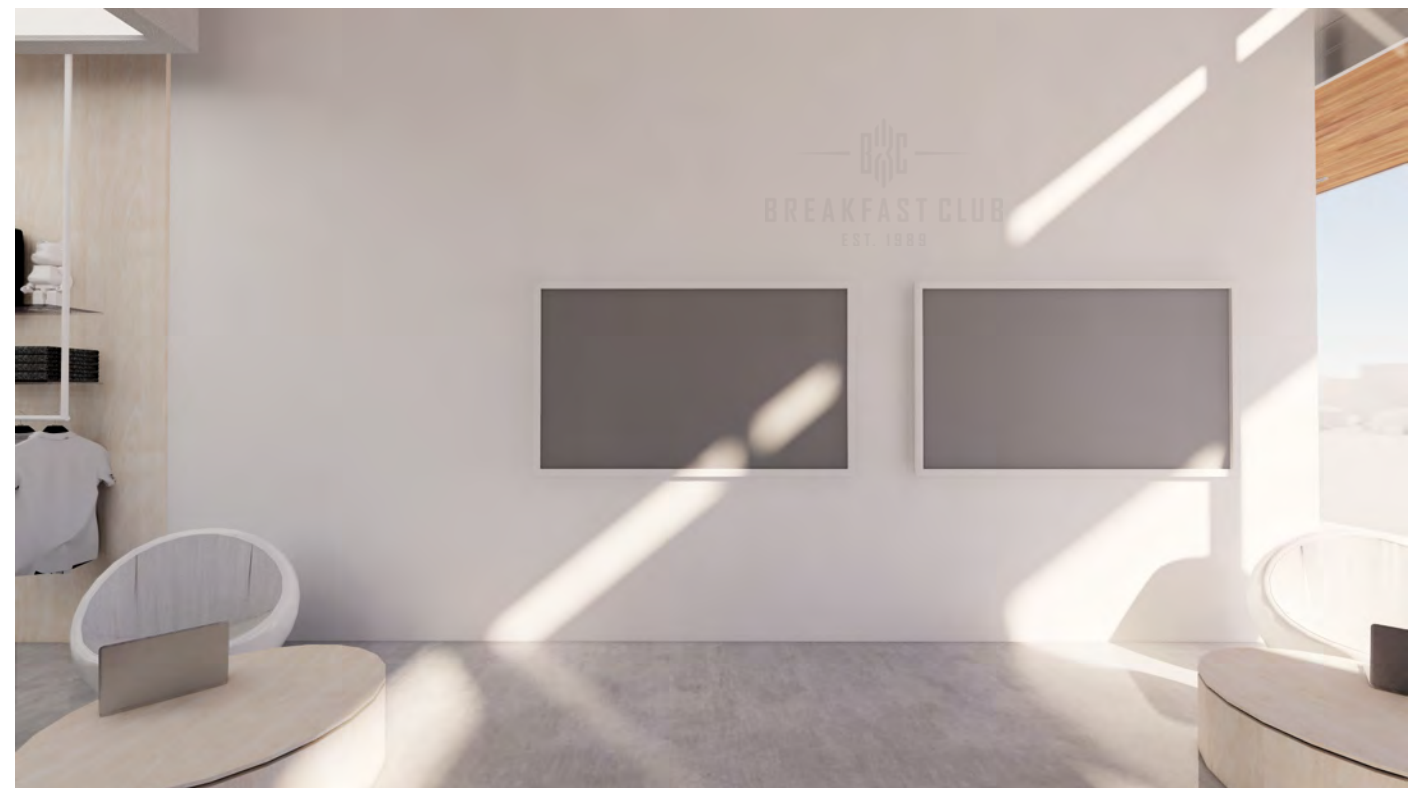
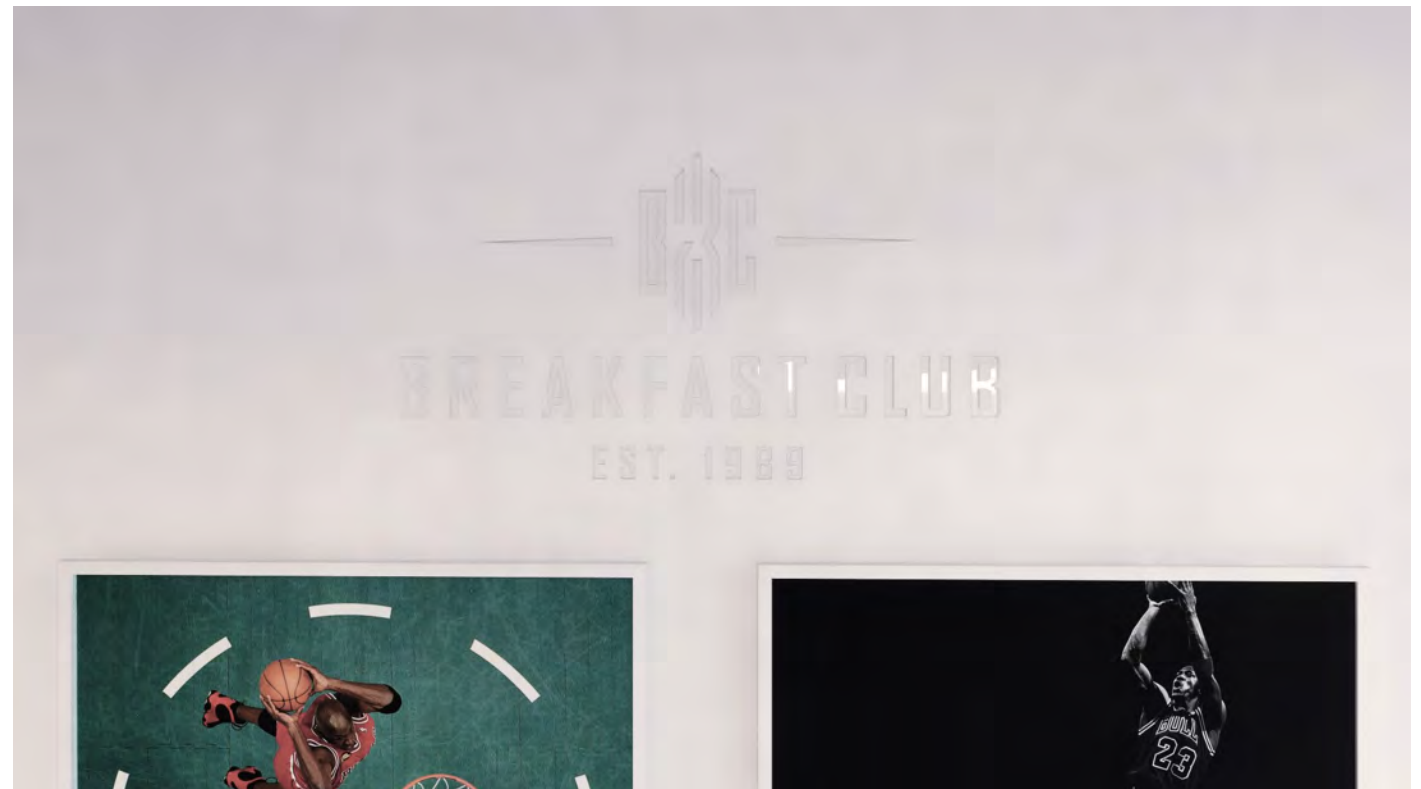


TROPHY ROOM's BREAKFAST CLUB provides a modern, creative, social and healthy atmosphere for Orlando sneaker and fashion enthusiasts to network and interact with like minded individuals in the community.

Programming at **BC23** spans sports, health, fashion and the arts. The space provides a flexible platform for the community to engage in meaningful experiences. Including workshops; panels hosted by Jordan/Nike athletes, prominent designers and celebrities; and lifestyle activities.

Interactive displays at BC23:

- (2) 85" Microsoft Surface Hub 2S (wall mount)
- (1) 50" Microsoft Surface Hub 2S (mobile stand)
- XBOX Series X Consoles



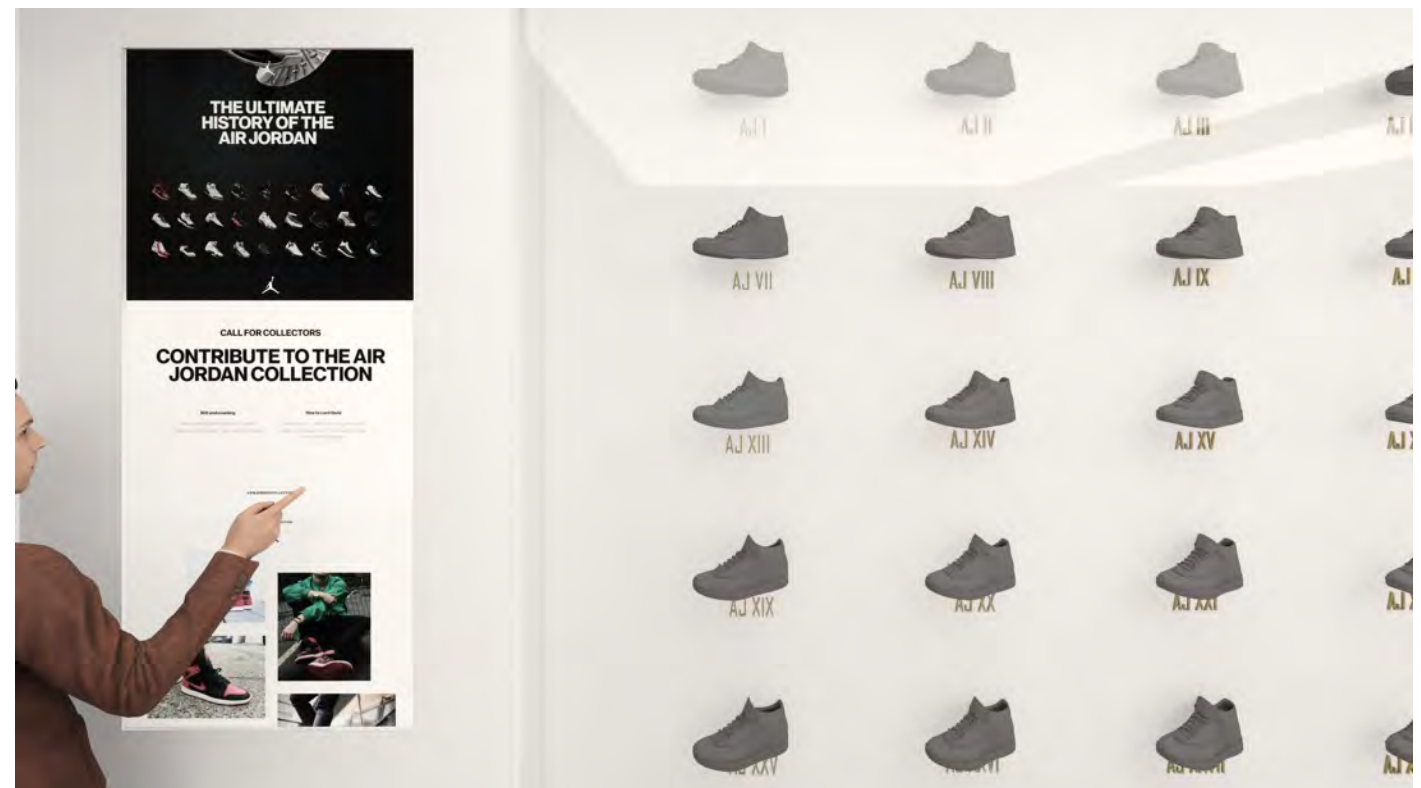
Immersive digital at the 1-30 display will amplify the history of the Air Jordan Collection and enhance consumer knowledge + appreciation of iconic products past and present.

With an innovative **Microsoft Surface Hub 2S**, consumers will be able to explore the rich history of the Jordan Brand, and engage deeper with the product offerings of the brand.

Additionally, a jaw-dropping Retro Jordan 1-30 display will feature an exclusive TROPHY ROOM collection. Floor-to-ceiling touchscreen monitors will link to the Jordan archives website and serve as an interactive touchpoint for the consumer to learn more about.

Interactive display at the Air Jordan 1-30 Wall:

- (1) 50" Microsoft Surface Hub 2S (wall mount)



TROPHY ROOM's flexible, programmable retail and activation space provides a clean backdrop for apparel customization, brand events, panels, and exclusive workshops hosted by prominent figures in the entertainment, sports, footwear and streetwear industry.

Examples of activations with **XBOX**:

- Gaming tournaments
- Celebrity gaming sessions with Marcus Jordan
- Exclusive in-store consoles
- Sneaker customizations workshops (i.e Halo)
- Apparel customizations workshops
- Panel discussions
- NBA 2K Celebrity Livestreams
- Surface Pro creative workshops
- Console giveaway contest
- Exclusive interactive walk-through events
- Exclusive product release events

**Social media content will be created for all activations (video/photo)*



workshop setup



gaming lounge















Trophy Room – Modera

125 E Pine St, Orlando, FL 32801

PREPARED FOR

Marcus Jordan
Heir LLC

PREPARED BY

David Gonzalez
The Kinsmen Construction Co.

THE KINSMEN CONSTRUCTION COMPANY



TABLE OF CONTENTS

I —	COMPANY SUMMARY
II —	PROJECT SUMMARY
III —	PAYMENT SCHEDULE
IV —	TERMS & CONDITIONS
V —	PROPOSAL SIGN OFF

I. COMPANY SUMMARY

The Kinsmen Construction Co. is pleased to have the opportunity in providing a proposal for your project. The Kinsmen Construction Co. is a fully Licensed and Insured Building Contractor with combined 20+ years of experience servicing Commercial and Residential properties. We offer services in Remodeling, Renovations, Home additions and Tenant build out. Our goal is to provide exceptional service for all owners, investors and property managers that we work with. As professionals in construction, we stand by our commitment to exceptional service by delivering projects on time and on budget!

Greg Torres – Owner

Greg has been in the construction industry for over 13 years. With experience in ground up residential construction, renovations and commercial buildout. Greg started his career working with a custom home builder in Central Florida and then eventually moved on to work in commercial buildouts.

David Gonzalez – Owner

David has been in the construction industry for over 8 years. His experience comes in residential renovations and project management for investors around the state of Florida. David is a UCF alumni where he pursued courses in engineering and business.



II. PROJECT SUMMARY

The following summary provides an outline of the work to be performed at 125 E Pine St, Orlando, FL 32801. The estimate is based on the plans date Jan 17, 2020 provided by owner on Feb 18th, 2020. The proposal includes all related labor and materials for project unless otherwise written below.

Envisioned start date: Within 2 weeks of receiving permit

Proposed completion date: 24 weeks from commencement, pending any delays due to Covid-19

Total Cost of the project: \$531,422

SCOPE OF WORK:

PERMITS & INSPECTIONS

SITE PREP

PROJECT RELATED DEBRIS REMOVAL

CONCRETE SLAB & MEZZANINE

STAIRS

- White steel stairs with concrete treads

FRAMING

DOORS

DRYWALL

- Level 3 finish throughout

PAINTING

CARPENTRY

TILE

MECHANICAL

FIRE ALARM & SPRINKLER SYSTEM

STORAGE RACK SYSTEM

- Storage rack system; owner furnished contractor installed

HYDRAULIC LIFT

- Lift provided and installed by Florida Lifts LLC

PLUMBING

All material is guaranteed to be as specified above. All work shall be completed in a workmanlike manner, in accordance with standard industry practices and manufacturers' instructions.

II. PROJECT SUMMARY CONT'D

SECURITY GRILLE

- 670 series rolling door(s) as manufactured by the Overhead Door Corporation. Door standard features to include the following: Curtain will be fabricated of horizontal 5/16" diameter aluminum rods spaced vertically 2" center maximum and a network of vertically interlocking links spaced horizontally 9" on center. Bottom bar will be an extruded aluminum tubular shape. Guides will be extruded aluminum shapes with continuous silicon treated wool-pile strips or PVC inserts. Brackets will be minimum 3/16" thick steel plate to support the barrel and counterbalance. Counterbalance will be helical torsion springs housed in a steel pipe with a deflection limited to .03" per foot of span (width) and adjustable means of an external tension wheel.
- - HOOD, Octagonal Hood.
- - FASCIA, 24 Gauge Primed - Between Jamb Mounted Doors.
- - STEEL MOUNTING TUBES, 3" X 3"
- - 1/2 HP MOTOR WITH DC SENSING EDGE
- - PUSH BUTTON WITH KEYED LOCK OUT

All material is guaranteed to be as specified above. All work shall be completed in a workmanlike manner, in accordance with standard industry practices and manufacturers' instructions.

II. PROJECT SUMMARY CONT'D

ELECTRICAL

- TV's; owner furnished contractor installed
- Lighting Package

TYPE:	QTY:	DESCRIPTION:
EM1	11	EDGELIT EXIT
EM1-back house	1	PLASTIC EXIT
EM3	15	EMERGENCY LIGHT
L1	3	48" LED STRIP SURFACE MOUNT
L2	4	96" LED STRIP SURFACE MOUNT
L3	42	LED LINEAR FOR DISPLAY CASE EDGES W/ DIMMABLEPOWER SUPPLIES
R1-ALT	39	VE OPTION 4" LED DOWNLIGHTS 2000 LUMENS (REMOVE 14 DOWNLIGHT)
T1 -ALT	1	LINEAR TRACK SYSTEM WITH CYLINDERS LED 4 RUNS X 34' TRACK WITH 8 HDS PER RUN 2 RUNS X 24' TRACK WITH 6 HDS PER RUN - VE OPTION MAKE TRACK NON-MAGNETIC LIKE STANDARD TRACK AND HEAD TO LOOK SIMILAR

FINAL CLEANING

All material is guaranteed to be as specified above. All work shall be completed in a workmanlike manner, in accordance with standard industry practices and manufacturers' instructions.

III. PAYMENT SCHEDULE

Payment schedule TBD

*ALL TERMS ARE CASH AND ARE PAYABLE AS STATED ABOVE UNLESS OTHERWISE AGREED UPON IN WRITING. Cash payments not received within 48 hours after completion shall be considered in default and shall thereafter be paid to the Contractor with interest at the rate of (1.5%) one-point-five percent per month or 18% per year.

IV. TERMS & CONDITIONS

1. These Proposal Terms and Conditions are fully incorporated into and made a part of the above Proposal.
2. The Proposal, together with these Proposal Terms and Conditions, constitute the entire, final, and exclusive agreement between the Customer (as defined on the above Proposal) and The Kinsmen Construction Co., inc, herein referred to as the "Contractor", regarding the provisions contained herein, as well as the services stated in the Proposal (collectively, the "Agreement"). The provisions of this Agreement hereby supersede any prior understanding, representation, or agreement between Contractor and the Customer, whether written or oral, express or implied, which is inconsistent with or contrary to the provisions of this Agreement.
3. Customer covenants to take all necessary steps to secure Contractor's full access to the project address, defined in the above proposal and herein referred to as "Job Site", at which the services described in the above proposal, herein referred to as "Work". In the event that Contractor is prevented from or delayed in accessing the Job Site for any reason other than the direct actions of Contractor or its agents, Customer shall promptly reimburse Contractor, upon demand, for any labor, overhead, material, equipment, travel, rental or other costs incurred by Contractor in attempting to access the Job Site. Contractor is expressly authorized by Customer to engage subcontractors in the performance of the Work. Unless expressly stated in the Proposal, this Agreement excludes any work, labor, services, or materials not expressly stated therein.
4. Notwithstanding anything to the contrary contained in this Agreement, Contractor's performance or non-performance of the Work shall be excused in the event of any of the following, as determined solely by Contractor: material shortages, impracticability of performance, inability to fully and completely access the Job Site (including access for all vehicles and equipment necessary to complete the Work), labor strikes or shortages, any economic conditions which may adversely affect Contractor's anticipated profitability, inclement weather, or any act of God. The foregoing list is not exhaustive, and is not intended to negate, or abridge any other excusal of Contractor's performance which may be applicable at law or in equity. Additionally, and notwithstanding anything to the contrary contained in this agreement, Contractor shall not be liable to Customer or any third party for property damage, third party claims, fines, fees, or any other liability arising from or related to unknown conditions at the Job Site, including, but not limited to pre-existing damages, nor shall Contractor be responsible for any damage or injury to persons or property on, at, or near the Job Site arising from or related to Contractor's working, including, but not limited to debris and nails left on, at, or near the Job Site.
5. Once the Proposal is approved by Customer, Contractor is hereby authorized to begin performing the Work. Customer acknowledges that unforeseen circumstances or events, including, but not limited to those stated in Section 4 above, may cause the actual cost of completing the Work of this Agreement to increase. In the event of such increase in cost, Customer agrees that Contractor will not be responsible for bearing the same. Notwithstanding anything to the contrary contained in this Agreement, Customer's refusal to promptly execute a change order or similar document to account for such cost increases shall immediately permit Contractor to terminate this Agreement upon twenty-four (24) hours' advance written notice to Customer; provided that Contractor shall be entitled to full reimbursement from Customer for any expenses incurred by Contractor in the performance of work, payment for labor expenses, purchase of materials, or other activity conducted pursuant to this Agreement.
6. In the event that legal action is taken by Contractor to enforce any provision of this Agreement against the Customer, the Customer hereby covenants to indemnify and reimburse Contractor for all fees and costs arising out of or related to such action, including, but not limited to attorneys' fees and court costs. The obligations of this Section 6 shall survive the termination of this Agreement regardless of reason or cause.

IV. TERMS & CONDITIONS CONT'D

7. Customer hereby covenants to indemnify, defend with counsel chosen by Contractor, and hold harmless Contractor, its contractors, employees, directors, officers, agents, affiliates, subsidiaries, assigns, and agents (collectively, the "Indemnified Parties") from and against any and all claims, losses, lawsuits, liabilities, damages, liens, demands, fees, fines, and costs (including attorneys' fees and court costs), whether actual or alleged, brought or threatened against any of the Indemnified Parties arising out of or related to any condition, whether natural or artificial, which is present on the property at which the Work is performed, as well as any act, omission, or default of:

- (A) Customer or Customer's employees, agents, invitees, licensees, family members, subsidiaries, or affiliates;
- (B) Any of Customer's contractors, subcontractors, agents, employees, or the agents or employees of any of them; or
- (C) Contractor or its officers, directors, agents, contractors, suppliers, subcontractors, or employees. However, such indemnification shall not include claims of, or damages resulting from, gross negligence, or willful, wanton or intentional misconduct of the Subcontractors of Contractor or the officers, directors, agents, contractors, suppliers, subcontractors, or employees of any of them for statutory violations or punitive damages, except and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of Customer or Customer's employees, agents, contractors, invitees, licensees, family members, subsidiaries, or affiliates. Customer agrees that the indemnification given in this Section 7(c) shall be limited to the amount of loss suffered by an Indemnified Party, or \$1,000,000 per occurrence, whichever is less, which amount is stipulated by Contractor and Customer to bear a reasonable commercial relationship to this Agreement. The obligations of this Section 7 shall survive the termination of this Agreement regardless of reason or cause.

8. This Agreement may be amended only by a writing signed by authorized representatives of both Contractor and Customer. Should any part of this Agreement be rendered or declared invalid by a court of law, such invalidation of such part or portion of this Agreement will not invalidate the remaining portions thereof, and they shall remain in full force and effect. In the event of the foregoing, this Agreement shall be modified only to the minimum extent necessary to comply with the invalidating law or court order. Customer hereby irrevocably waives Customer's right to trial by jury in any legal action arising out of or relating to this Agreement. This Agreement shall be governed exclusively by the laws of Florida, without regard to its choice of law principles. The courts of Orange County, Florida shall be the proper, convenient, and exclusive forum for any dispute arising out of or related to this Agreement. Customer expressly and irrevocably consents to the personal and subject matter jurisdiction of such courts. All objections to such jurisdiction or venue are hereby waived by Customer.

9. Unless expressly stated on the face of the Proposal, there are no warranties or guarantees made by Contractor in regards to the Work. CONTRACTOR EXPRESSLY DENIES AND DISCLAIMS ALL IMPLIED WARRANTIES WHICH MAY BE APPLICABLE TO ITS WORK, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

10. Notwithstanding anything to the contrary contained in this Agreement, under no circumstances will Contractor or its affiliates, agents, employees, assigns, or subsidiaries be liable to Customer or Customer's heirs, personal representatives, survivors, or assigns for any consequential, indirect, exemplary, or punitive damages (including lost profits) in any legal action arising out of or related to this Agreement, the termination thereof, or the performance of failure to perform the Work by Contractor, without regard to the nature of such claim (e.g., breach of contract, negligence, or otherwise).

V. PROPOSAL SIGN OFF

The Kinsmen Construction Co. proposes to build the project described above for an all-inclusive Price of \$531,422. This price includes labor, materials (unless otherwise noted), project management, accounting, reporting, scheduling, supervision and quality assurance. Any deviation or alteration from the above specifications that involves extra costs will be completed only upon executing a written change order, and will require extra charges and time to complete, above and beyond this proposal. Owner shall carry fire and other required insurances. Contractor shall carry General Liability Insurance and Workers Compensation Insurance for all employees.

CUSTOMER ACCEPTANCE: PRINT: _____ SIGNATURE: _____ DATE: _____ By signing, I personally represent and warrant that I have the legal authority to contractually bind & authorize work for the above stated project address. I also represent and acknowledge that I have read and understand this entire Proposal, and that I agree to the 'Proposal Terms & Conditions' listed below. The above price, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.	THE KINSMEN CONSTRUCTION CO. ACCEPTANCE: PRINT: _____ SIGNATURE: _____ DATE: _____
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Hanson Construction, Inc.

Proposal Submitted To: **Trophy Room Orlando**
 Attention: **Marcus Jordan**
 Project Name: **Trophy Room - Modera**
 Project Address: **125 E. Pine Street**
Orlando, FL 32801

Date: **3/6/2020**
 Date Of Plans: **1/17/2020**
 Architect: **DAP Design**
 Permit Number: **TBD**
 Project Number: **TBD**

NRA SF: **3,600** SF - Estimated

Division / Description	Quantity		Cost	Division Sum	Price / SF
Division 1: General Requirements					
013100 Supervision	16	WKS	\$26,400		\$7.33
013233 Photography	1	LS	\$450		\$0.13
014126 PERMIT: (Allowance)	1	LS	\$11,696		\$3.25
0115B Plans Printing	1	LS	\$250		\$0.07
015219 Portable Toilets	16	LS	\$1,760		\$0.49
015400 Equipment Rental (Sissor/Fork Lifts)	1	LS	\$3,500		\$0.97
015616 Flooring & Wall Protection (Store Front/Corridor)	1	LS	\$350		\$0.10
015626 Third Party Testing & Inspections	1	LS	\$1,550		\$0.43
015813 Temporary Project Signage	1	LS	\$150		\$0.04
017413 Parking Meter Reservations	16	WKS	\$4,800		\$1.33
017416 Temporary Labor	1	LS	\$500		\$0.14
017419 Construction Waste Management & Disposal	10	EA	\$4,500		\$1.25
017423 Final Cleaning	1	LS	\$1,872		\$0.52
Division Total				\$57,778	
Division 3: Concrete					
0300 CONCRETE: (Footers,1st floor,second floor, and stairs)	1	LS	\$53,248		\$14.79
0335 POLISHED CONCRETE FLOORING:	1	LS	\$12,980		\$3.61
Division Total				\$66,228	
Division 4: Masonry					
0422 CMU BLOCK MASONRY: (HAVC + New Door)	1	LS	\$3,200		\$0.89
Division Total				\$3,200	
Division 5: Metals					
0512 STRUCTURAL STEEL:	1	LS	\$79,035		\$21.95
Division Total				\$79,035	
Division 6: Wood & Plastics					
0610 ROUGH CARPENTRY: (Display Backing)	1	LS	\$1,500		\$0.42
0640 MILLWORK: (CORIAN,BASE BOARD,STAIR CASE)	1	LS	\$0		\$0.00
0640 LAMINATED PLYWOOD LOGOS	1	LS	\$10,750		\$2.99
Division Total				\$12,250	



Hanson Construction, Inc.

Division 8: Doors & Windows				
0810 DOORS / FRAMES / HARDWARE:	1	LS	\$5,259	\$1.46
0833 OVERHEAD DOORS: (Security Gates)	1	LS	\$21,000	\$5.83
0880 GLASS GUARD RAIL:	1	LS	\$10,395	\$2.89
0800 MIRRORS: (ALLOWANCE)	1	LS	\$3,800	\$1.06
0800 SHOE DISPLAY: (ALLOWANCE)	1	LS	\$4,500	\$1.25
Division Total			\$44,954	
Division 9: Finishes				
0920 PARTITIONS:	1	LS	\$82,000	\$22.78
A. Metal Studs & Drywall Per Plans	1	LS	Included	
B. Set Hollow Metal Frames	1	LS	Included	
C. Firewall	1	LS	Included	
D. Repair Walls	1	LS	Included	
E. R-11 Insulation For Private Areas	1	LS	Included	
F. Misc Drywall / Stocking	1	LS	Included	
0960 FLOORING:	1	LS	\$9,942	\$2.76
0990 PAINTING:	1	LS	\$11,995	\$3.33
Division Total			\$103,937	
Division 10: Specialties				
1028 RESTROOM ACCESSORIES: (Installed)	1	LS	\$2,845	\$0.79
1044 FIRE EXTINGUISHERS / CABINETS:	3	EA	\$1,155	\$0.32
Division Total			\$4,000	
Division 11: Equipment				
1130 APPLIANCES:	1	LS	By Tenant	\$0.00
Division Total			\$0	
Division 12: Furnishings				
1210 ARTWORK:	1	LS	By Tenant	\$0.00
1220 WINDOW COVERINGS:	1	LS	By Landlord	\$0.00
1250 FURNITURE:	1	LS	By Tenant	\$0.00
Division Total			\$0	
Division 14: Conveying Systems				
1440 ADA LIFTS: (Allowance)	1	LS	\$12,426	\$3.45
Division Total			\$12,426	
Division 21-23: Mechanical				
2113 FIRE SPRINKLERS:	1	LS	\$6,300	\$1.75
2200 PLUMBING:	1	LS	\$11,850	\$3.29
2300 HVAC:	1	LS	\$45,750	\$12.71
Division Total			\$63,900	

Hanson Construction, Inc.

Division 26-28: Electrical				
2600 ELECTRICAL:	1	LS	\$85,114	\$23.64
2700 LOW VOLTAGE CABLING / DATA:	1	LS	By Tenant	\$0.00
2740 AUDIO / VISUAL:	1	LS	By Tenant	\$0.00
2810 SECURITY ACCESS: (Allowance)	1	LS	\$10,000	\$2.78
2820 VIDEO / CAMERAS:	1	LS	By Tenant	\$0.00
2846 FIRE ALARM:	1	LS	\$6,970	\$1.94
Division Total			\$102,084	

GENERAL CONDITIONS	1	LS	\$32,438	\$9.01
PROFIT	1	LS	\$31,440	\$8.73
TOTAL			\$613,670	
PRICE / SF			\$170.46	

Hanson Construction, Inc.

***** QUALIFICATIONS *****

- 1 Pricing is based on a site visit and drawings by DAP Design **dated 1/17/2020**.
- 2 Lighting fixture F1 Requires 50% deposit before production can begin.
- 3 Pricing assumes working during normal business hours with noisy work during non-business hours.
- 4 Pricing assumes existing construction / conditions are in compliance with all current applicable construction codes unless otherwise noted.
- 5 Any extra work / materials will be processed as a standard change order to the contract amount.
- 6 All metal studs have been priced as 25 gauge / G40EQ.

***** EXCLUSIONS *****

- 1 Pricing does not include City / County / State impact fees, sewer benefit fees, or any utilities fees of any kind.
- 2 Pricing does not include any work to or finishes in adjacent spaces.
- 3 Pricing does not include any architectural or engineering fees.
- 4 Pricing does not include correction of any existing code violations.
- 5 Pricing does not include re-keying or master keying new locks.
- 6 Pricing for access control is a budget based on review with vendor
- 7 Pricing does not include blinds, window coverings, or window film.
- 8 Pricing does not include any Data / phone cabling.
- 9 Pricing does not include furniture, equipment, or appliances of any kind.
- 10 Pricing does not include repair, parts, or labor on existing HVAC units.
- 11 No tenant signage, wall or window graphics, or artwork is included in this proposal.
- 12 Audio/Visual scope not included in proposal

Acceptance: The above proposed prices, specifications, and conditions are satisfactory and hereby accepted.
You are authorized to complete this work as specified. Payments will be made accordingly.

Customer Signature

Date Accepted



PROPOSAL FOR
Construction of New Retail
Space for Trophy Room
Orlando



February 12, 2020



February 12, 2020

Marcus Jordan
Trophy Room Orlando
125 E. Pine St.
Orlando, FL 32801

Re: Construction of new retail space for Trophy Room

Mr. Jordan:

Mark Cook Builders, Inc. appreciates the opportunity to provide you with this proposal for the construction of your new retail space in the Modera Building in Orlando, FL. Our proposal is based on plans drawn by dap dated 1/17/20 without any revisions. We have included labor and materials to complete the scope listed below.

- Full time onsite Supervision.
- Part time Project Management.
- Parking meter fees for onsite deliveries, concrete pours and trash removal.
- Material testing/Compaction
- Waste disposal fees
- We have included two cleaning fees for this project.
- Termite treat the soil before concrete pour.
- Install Concrete on first and second floor. Concrete to be compatible with polishing practices.
- Polish concrete to a level 2 satin/honed appearance. Borders will need to be epoxied as there are noticeable differences between hand polished concrete and machine polished. Ram Board protection will be installed after polishing has occurred. We have included a sample for architect/owner approval.
- Install structural steel and stairs for second floor mezzanine.
- Install metal framing, drywall and insulation for walls soffits and ceilings per drawings.
- Install perforated plywood for display cases, install walnut wood for the stairs and stair handrail. We have included walnut veneer for the sides of the skirt and the stair risers. The steps and landings will be laminated solid walnut.
- Install bathroom vanities and display cases. Display cases to include Corian display wall and glass enclosure. Shoe display to include (30) glass display shelves made from ½" tempered glass.
- Install doors and hardware per plans.
- Install Cornell Steel Weave coiling security doors model EAG10C for front of storefront. We have included a total of (5) doors for this scope.
- Install new 6080 front door and modify existing sidelight. Install glass guardrail on second floor with ½" tempered glass. This rail will include a 1 ½" top rail per code by CL Laurence brushed stainless finish. Provide mirrors for (3) wall of changing room.
- Install ½" allure display glass for (2) display cabinets. Please see attached details of glass display, this differs from the discussed install and may need to be revised at a later date. This is included so that you can see what we have included in our costs.
- Install tile flooring and wall tile for new restrooms.
- Paint walls, ceiling, plywood and doors per plans.



-
- Install Breakfast Club and Trophy Room Signage per plans. These signs will be made of High Density Overlay Plywood to be custom CNC milled out. Plywood to be painted same as wall color. After painted we will install 1/8" high gloss inserts into panels.
 - Install bathroom hardware per plans.
 - Install vertical platform lift by Florida Lifts per plans. We have included white powder coat finish and clear plexi-glass enclosure inserts options.
 - Install new HVAC system as per plans. We have included 220' of line set for the refrigeration lines. We have also included 14 seer units as the 13-seer listed on the drawings no longer meet code.
 - Install plumbing and fixtures per plumbing pages.
 - Modify existing fire sprinkler system per plans.
 - Install Electrical per plans.

Total Base Bid Cost: \$1,059,748.00

Exclusions/Clarifications:

- Permit Fees
- Impact Fees
- Phone System
- Performance and payment bond
- Plumbing fixture model numbers do not match between plumbing pages and architectural pages. If architectural fixtures are desired please add \$2,939.00.
- We offer an alternate to install a drywall ceiling above the second-floor mezzanine. The total cost for this will be \$9,588.00
- Demising walls figured to be existing with minimal finish work. Fireproofing of steel and walls not figured in quote.



Sincerely,

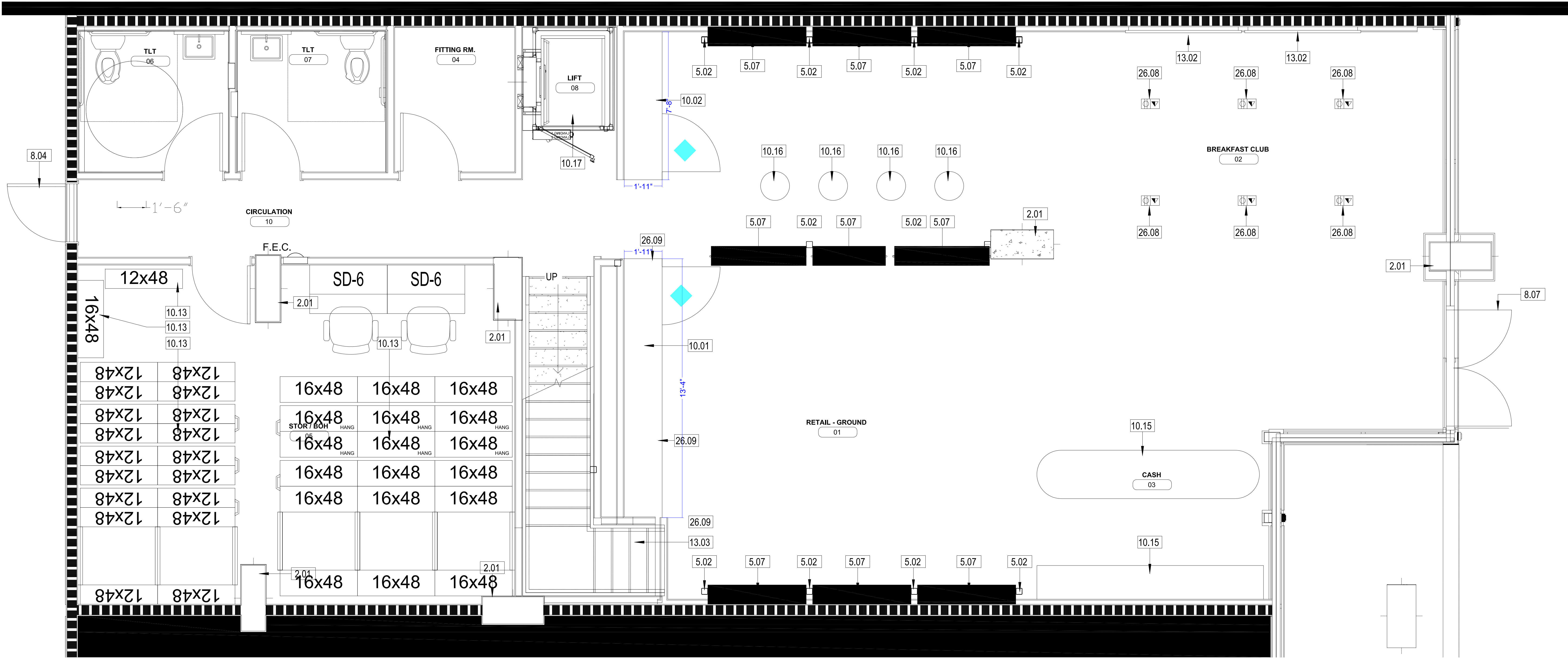
A handwritten signature in black ink that reads "J Johnson". The signature is fluid and cursive, with the first letter of the last name being a large, stylized "J".

Kevin Johnson
Project Manager

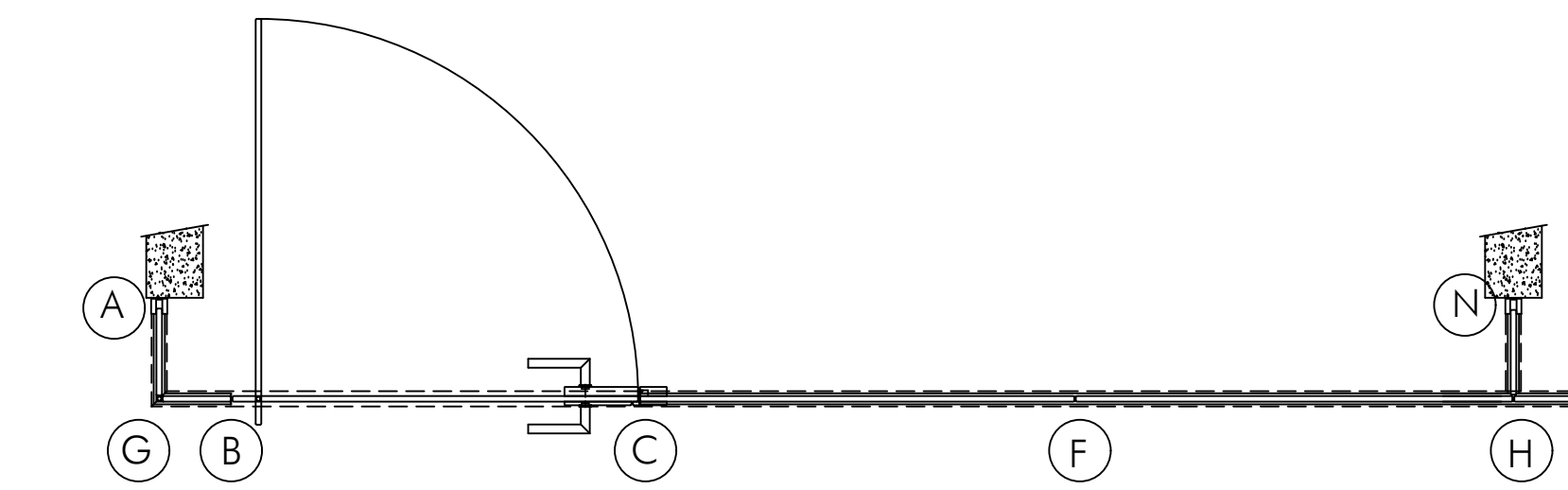
Accepted by:

Date:

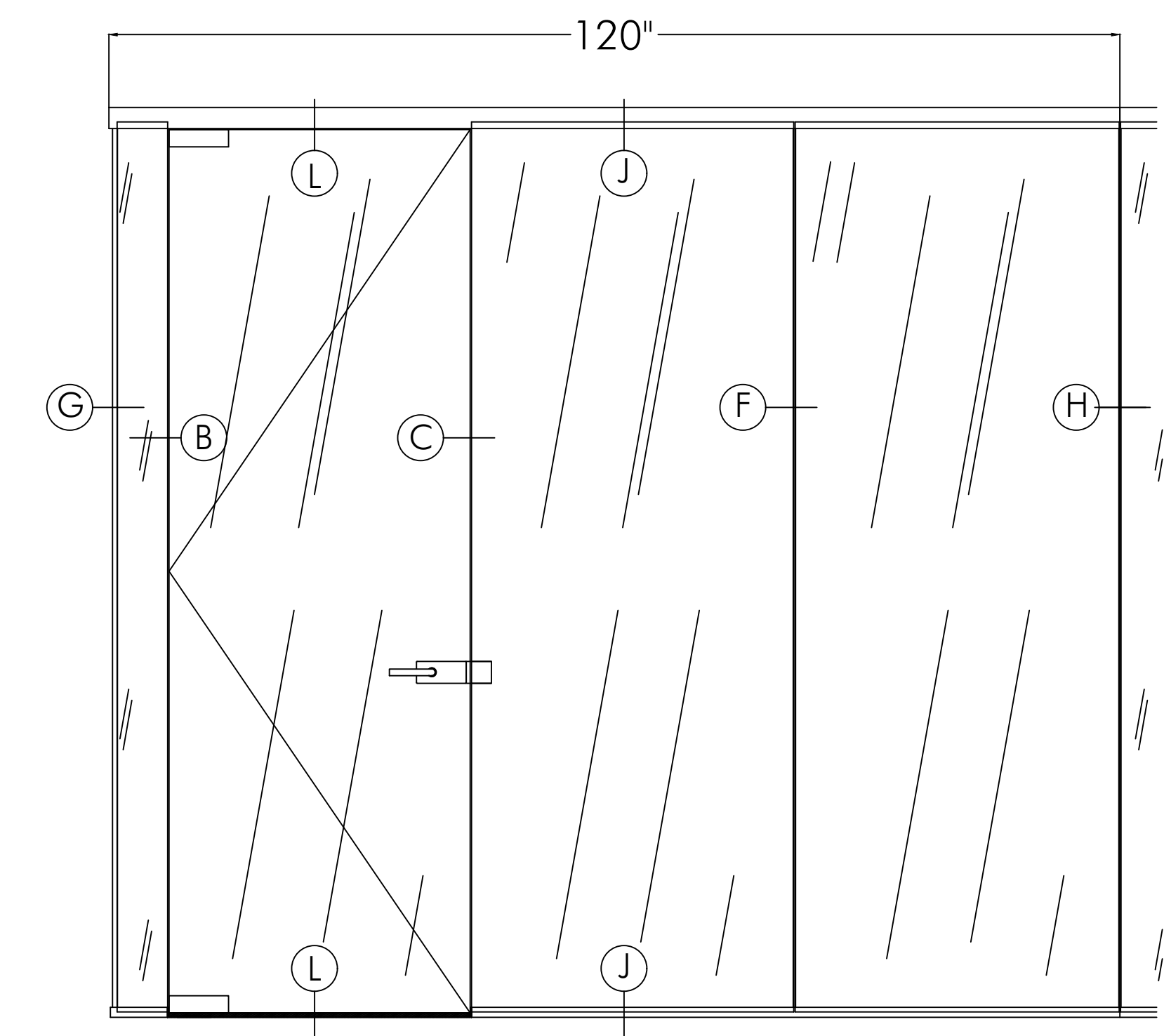
Legend			
	Description	Quantity	Unit
	8'-0" H ALUR CLEAR ANODIZED FRAME FINISH UNDER SOFFIT	24.92	ft
	PIVOT DOOR POSTLESS - 3" DIAMETER CIRCULAR CUTOUT IN GLASS TO ACT AS HANDLE (CUT OUT 34" A.F.F) + AUTOPATCH NHO CLOSER (MAGLOCK MOUNTED ON INSIDE OF DISPLAY CASE BY OTHERS)	2	Count



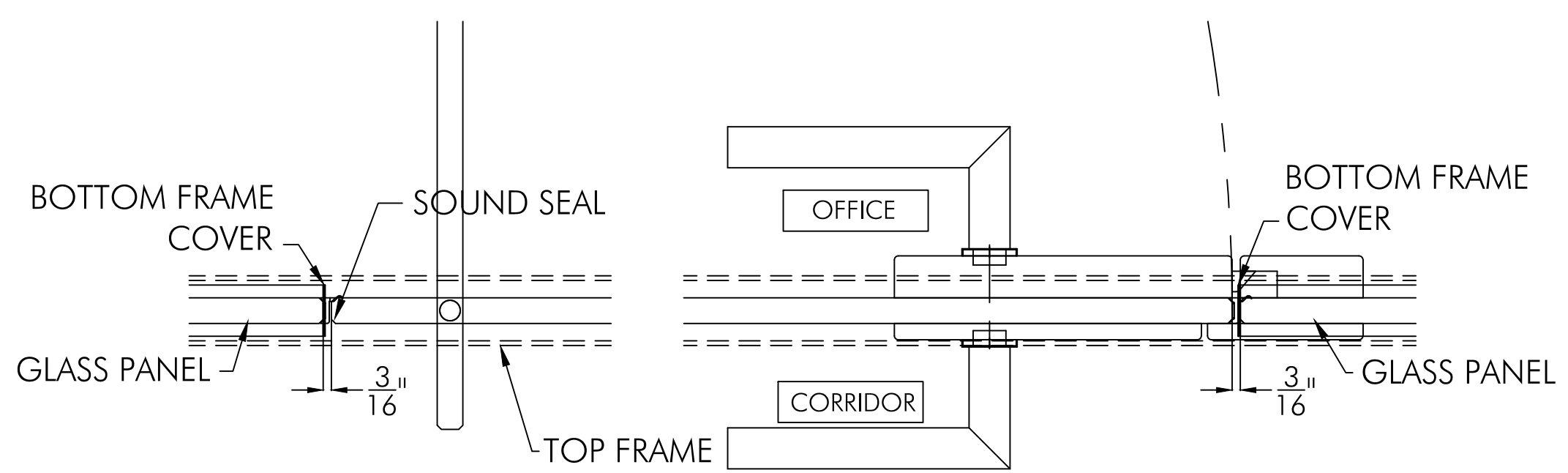
POSTLESS PIVOT DOOR BETWEEN JOINTS



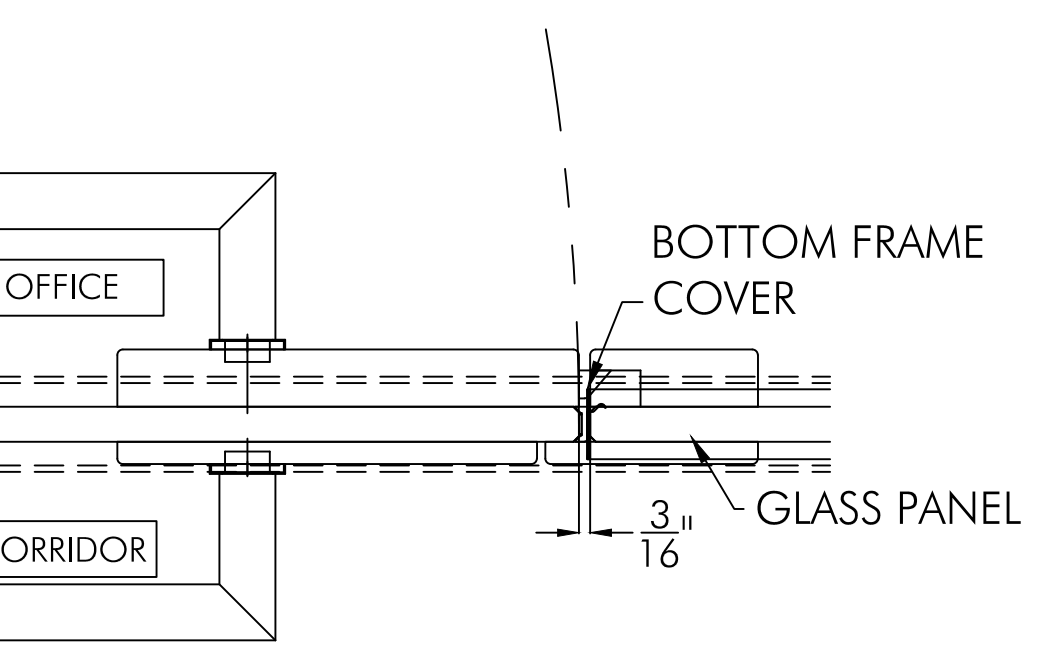
PLAN- POSTLESS PIVOT DOOR BETWEEN JOINTS
NOT TO SCALE



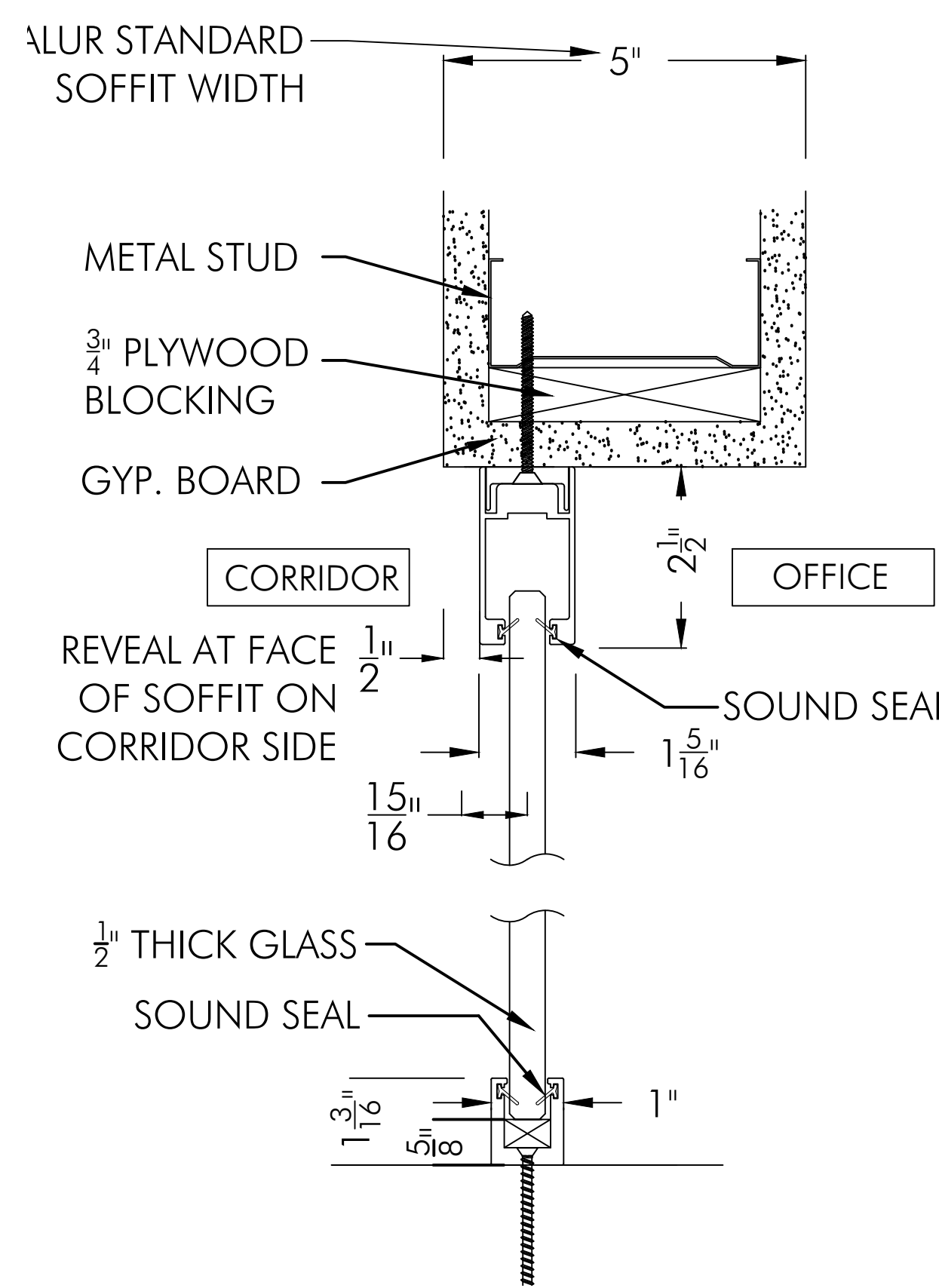
ELEVATION- POSTLESS PIVOT DOOR BETWEEN JOINTS
NOT TO SCALE



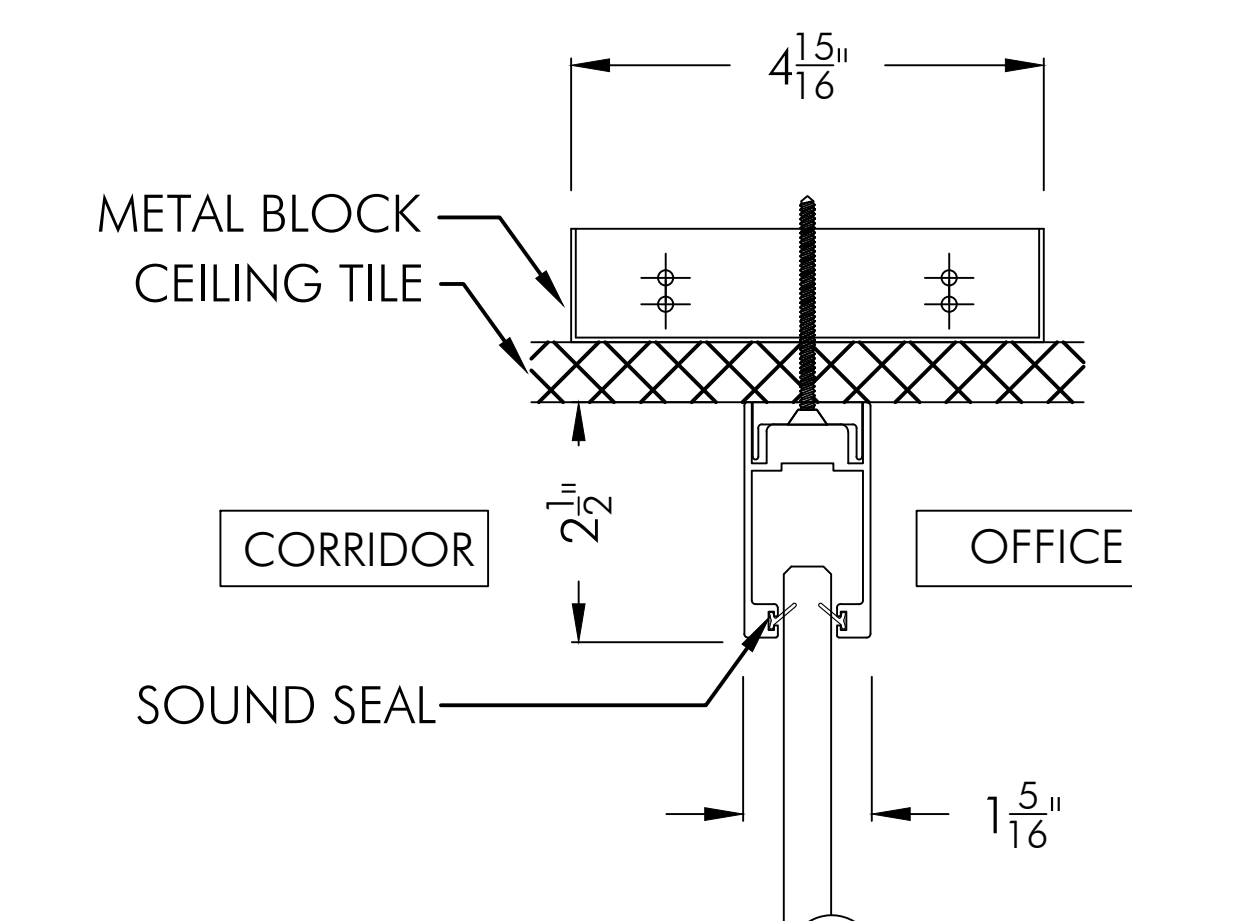
B PLAN- PIVOT DOOR DETAIL
POSTLESS PIVOT DOOR BETWEEN JOINTS- PIVOT SIDE



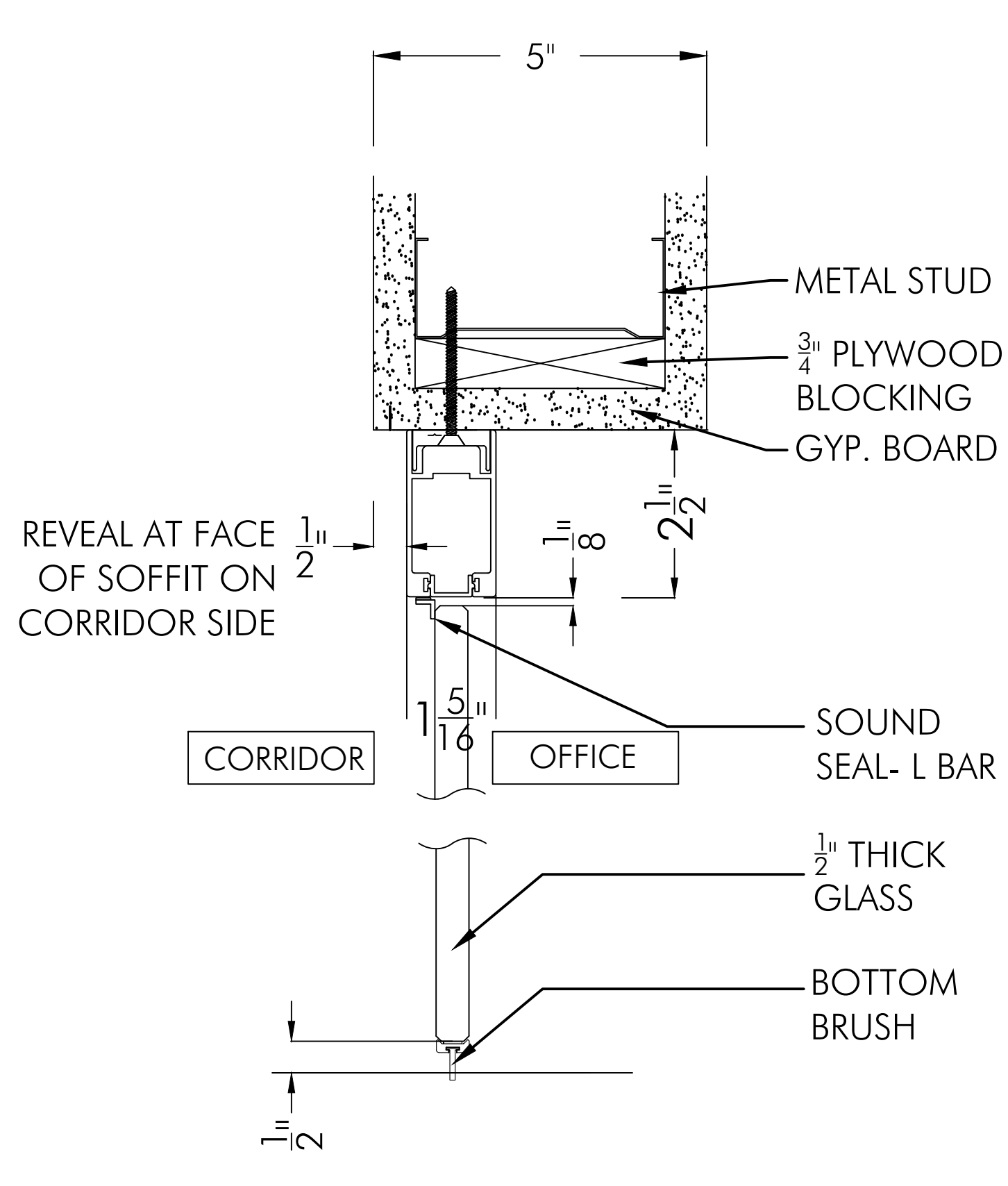
C PLAN- PIVOT DOOR DETAIL
POSTLESS PIVOT DOOR BETWEEN JOINTS- STRIKE SIDE



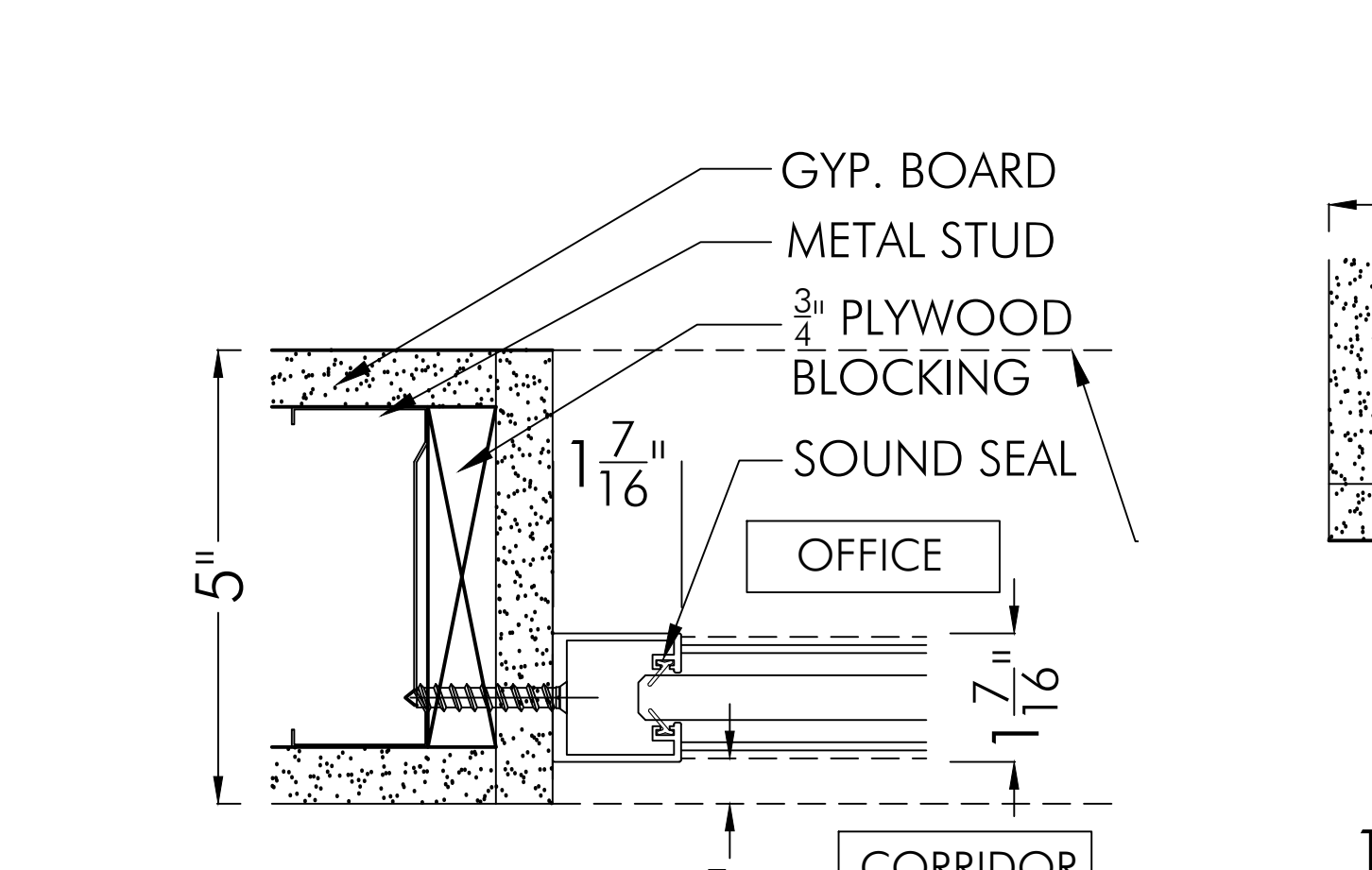
J SECTION- TYPICAL FIXED GLASS PANEL
TOP/BOTTOM FRAME UNDER SOFFIT



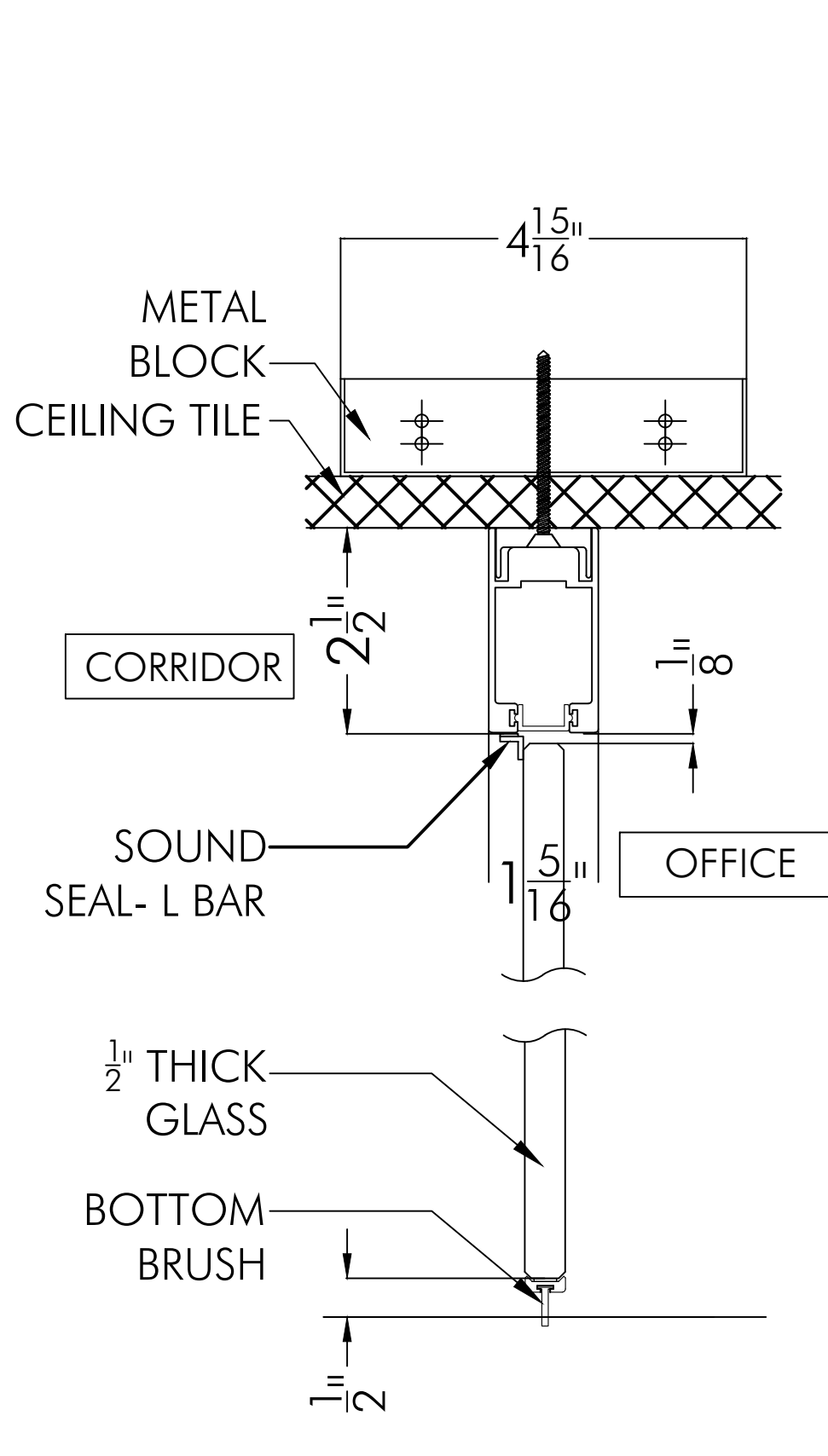
J ALT SECTION- TYPICAL FIXED GLASS PANEL
TOP FRAME UNDER SUSPENDED CEILING



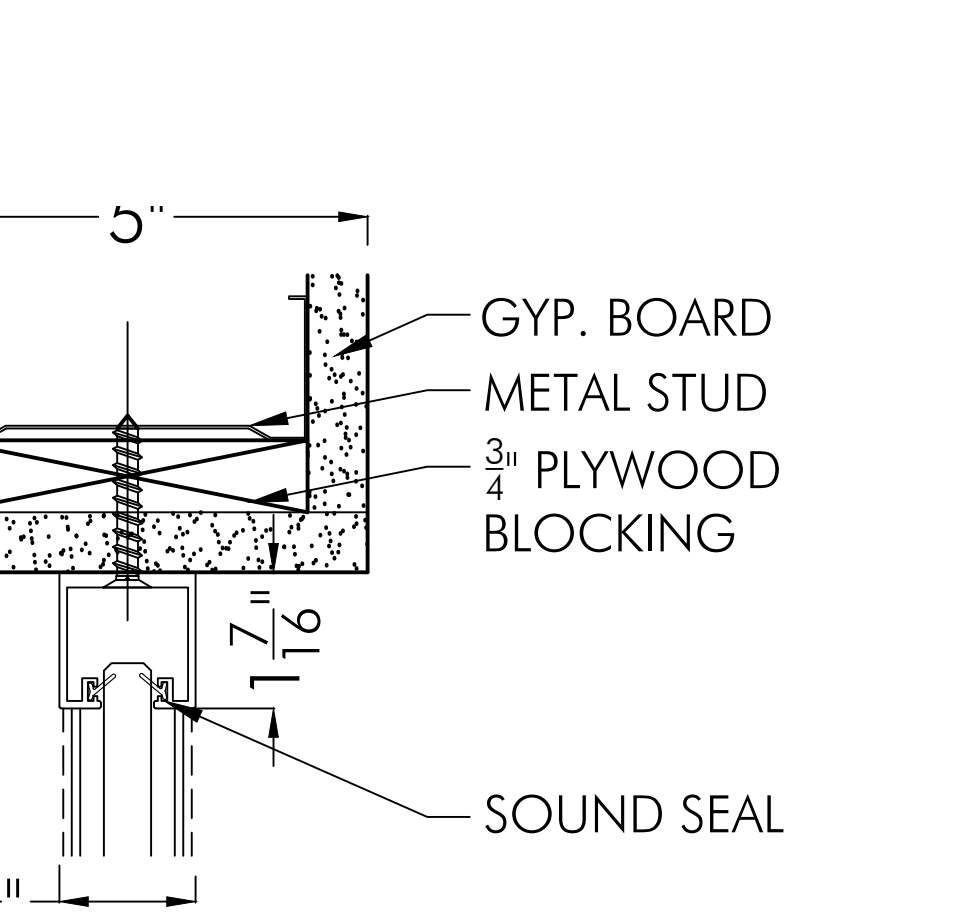
L SECTION- PIVOT DOOR
PIVOT DOOR UNDER SOFFIT



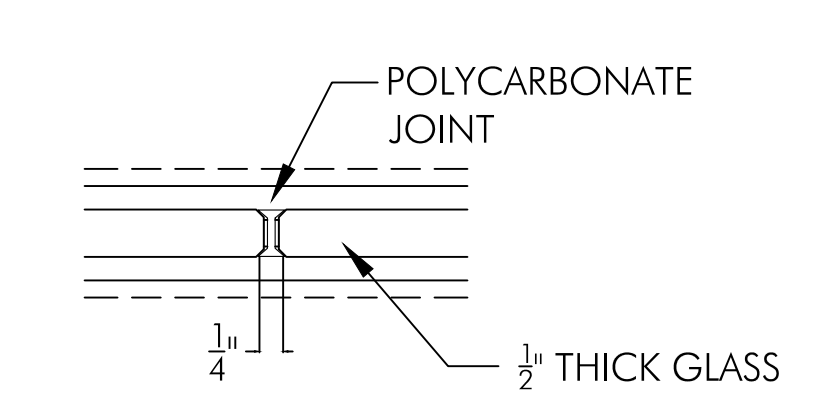
A PLAN- WALL START POST DETAIL
WALL START POST AT DRYWALL



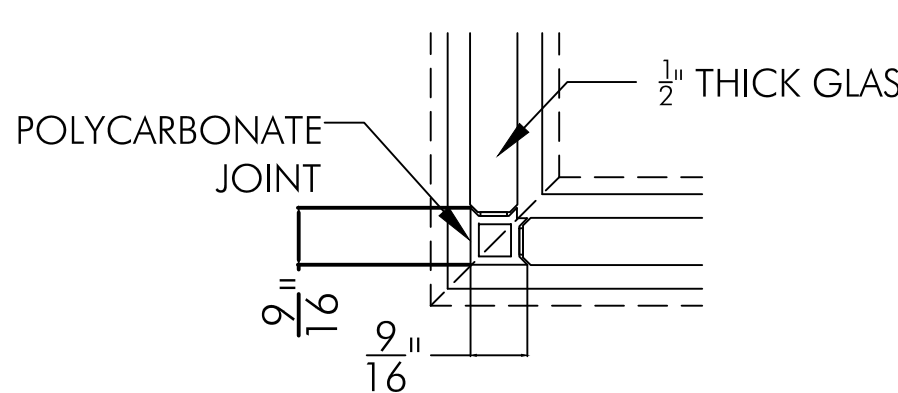
M ALT SECTION- PIVOT DOOR
PIVOT DOOR UNDER SUSPENDED CEILING



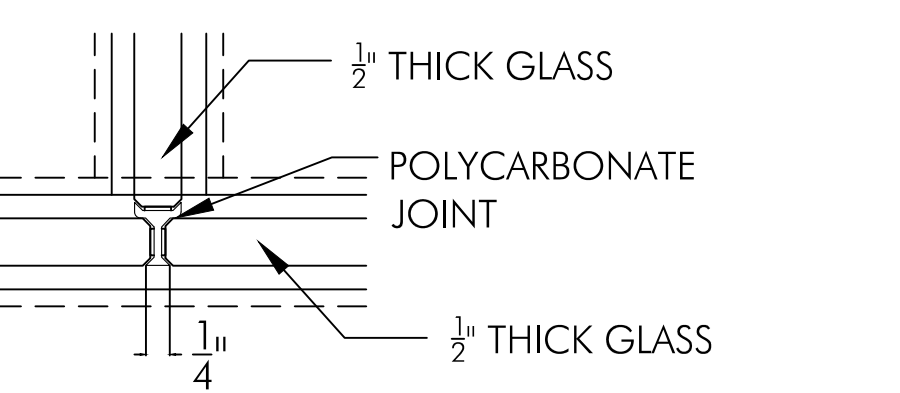
N PLAN- T JUNCTION WALL START
AT DRYWALL



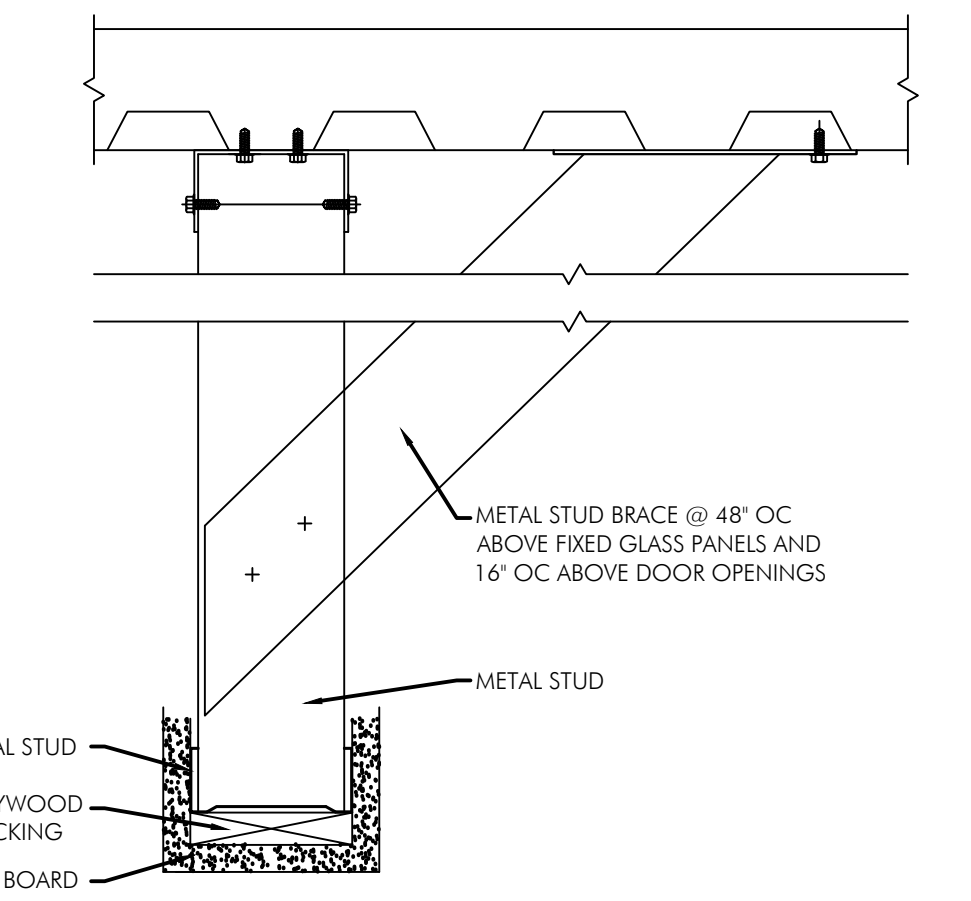
F 180° GLASS PANEL JUNCTION
POLYCARBONATE JOINT



G 90° GLASS PANEL JUNCTION
POLYCARBONATE JOINT

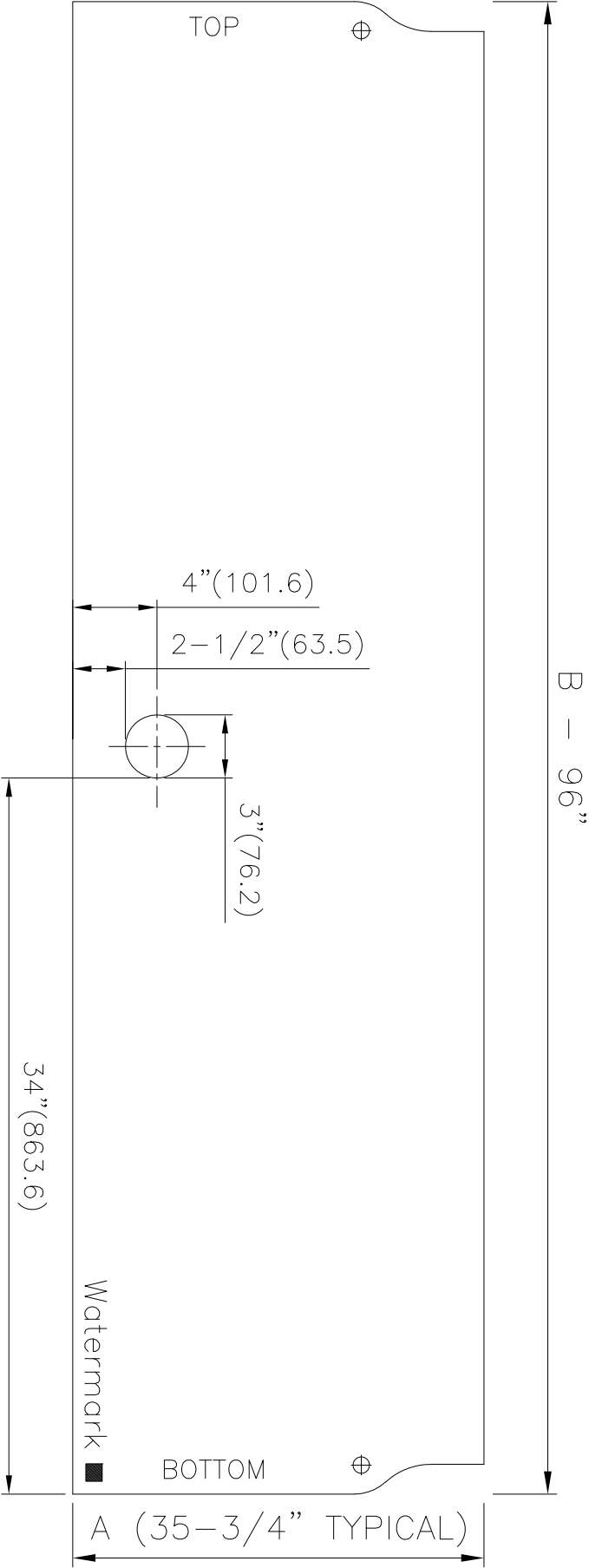


H GLASS PANEL T JUNCTION
POLYCARBONATE JOINT

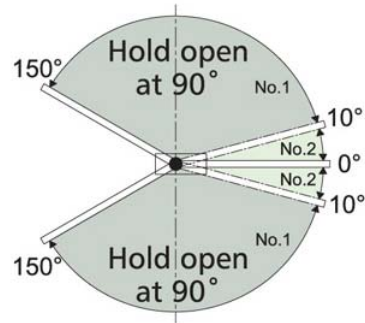
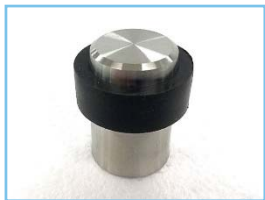
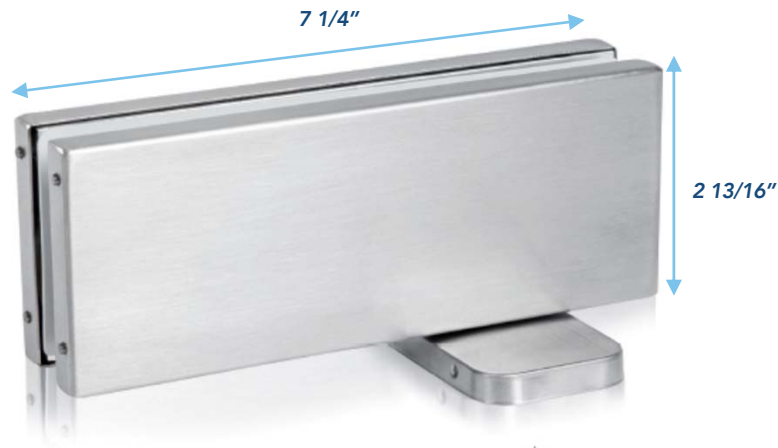


O SECTION-SOFFIT CONDITION
SOFFIT CONDITION CONNECTING
TO STRUCTURAL DECKING ABOVE

Finger Pull Cut Out Detail



Hydraulic Auto Patch Fitting Closer

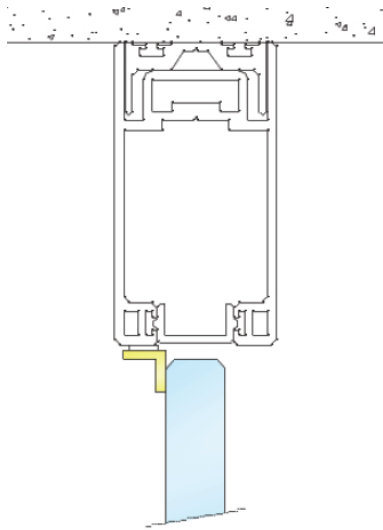


Floor Mounted Cylindrical Doorstop (GDS-Y)

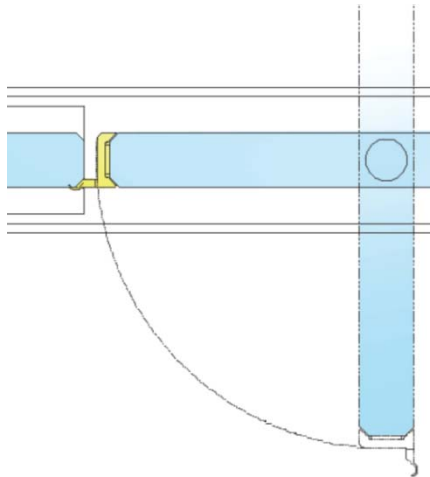
- For use with closers or hydraulic hinges in lieu of magnetic doorstops
- 1 7/8"H x 1 1/4"W base
- Finish: Satin Chrome, Black, Oil Rubbed Bronze

- For use on full-height 1/2" frameless single-glazed center pivot glass doors
- Surface mounted on floor; does not require chopping into slab
- Comes with matching top patch fitting (GHHPTP)
- Max. load capacity: 220 lbs (100 kg)
- Max. door width: 39 3/8"
- Max. opening angles:
 - 90° on hold open closer (GHHPHO)
 - 150° on no hold open closer (GHHPO)
- Temperature range: -4°F ~ 122°F
- 2 speed adjustments:
 - Closing Speed: 150° ~ 10°
 - Braking Speed: 10° ~ 0°
- Base seat adjustments:
 - ±1/8" backward and forward
 - ±1/8" left and right
- Zero position adjustment: approx. 4°
- Finish: Brushed Stainless, Black, Oil Rubbed Bronze

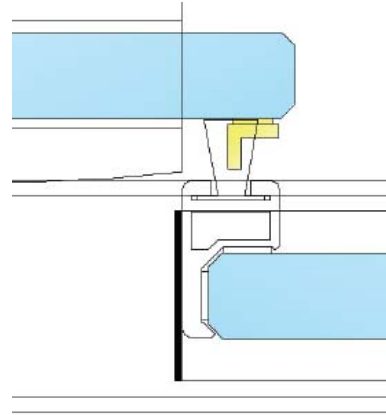
ALUR Sound Seal Package



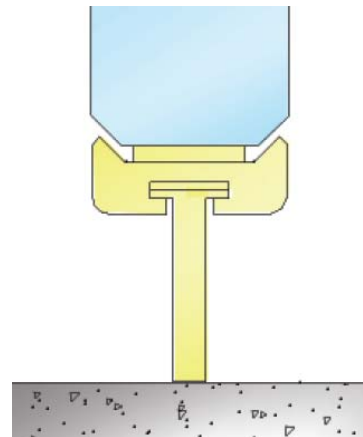
GLBAR40: Top L Bar (for all 1/2" glass doors)



GPSDSS: Vertical Side Seals
(for all 1/2" postless pivot glass doors)



GLBAR120: Side L Bar (for all 1/2" glass sliding doors & pivot door with post)



GBRUSHB-K: Bottom Brush Kit (for all 1/2" glass doors)



Community Redevelopment Agency (CRA) Retail Stimulus Program Funding Agreement

This AGREEMENT (the “Agreement”) is made and entered into this ____ day of _____, 2020, 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 **Heir, LLC d/b/a Trophy Room Store**, (hereinafter referred to as “the Grantee”) whose principal address is 7101 Presidents Drive, Ste. 106, Orlando, Florida 32809 and UC Orlando Central, LLC, (hereafter referred to as “the Property Owner”) whose mailing address is c/o Mill Creek Residential Trust, LLC, 225 East Robinson Street, Ste. 360, 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 Program, as amended (the “Program”) in order to encourage property owners and business owners to rehabilitate and revitalize building structures 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 within the Area 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 Seventy-Five Thousand Dollars and No Cents (\$75,000.00) for reimbursement of the goods and services Grantee acquired for the Improvements to the Property located at **50 South Rosalind Ave., Retail B, Orlando, Florida (aka 125 East Pine Street)** as set forth in **Exhibit “B”**. The CRA shall also award to the Grantee an amount not to exceed the sum of Twenty-Five Thousand Dollars and No Cents (\$25,000.00) for rent abatement.

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 up to a total amount of Twenty-Five Thousand Dollars and No Cents (\$25,000.00).

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, 6th floor
Orlando, Florida 32801
(with a copy to City Attorney's Office)
- b. If to the Grantee: Heir, LLC d/b/a Trophy Room Store
Attn: Marcus Jordan
7101 Presidents Drive, Ste. 106
Orlando, Florida 32809

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]

**HEIR, LLC d/b/a TROPHY ROOM
STORE**

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 _____, 2020, who is the _____ of Heir, LLC, 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: _____

UC ORLANDO 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 _____, 2020,

who is the _____ of UC Orlando Central, LLC, 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.

_____, 2020

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 Heir, LLC d/b/a Trophy Room Store
(attached separately and incorporated herein)