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Meeting Notice

Orlando City Hall, Veterans Conference Room, 2nd Floor at 3:00PM

Welcome,

We are glad you have joined us for the December 4, 2025, Community Redevelopment Agency Advisory Board meeting. If you are not on the agenda and would like to speak at the meeting and address the Board, please fill out an appearance request form and hand it to the Board Secretary. 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 3 minutes per item or as set during the meeting.

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.

Agenda

1. Call Meeting to Order
2. Roll Call
3. Approval of Minutes
 - A. October 22, 2025, CRA Advisory Board Meeting Minutes
4. Public Comment
5. Old Business
 - A. DTO Restaurant Program Funding Agreement with DTO Hospitality, LLC – Michael Whiteman, Economic Development Coordinator
6. New Business
 - A. DTO Restaurant Program Funding Agreement with Osteria Ester Orlando, LLC – Michael Whiteman, Economic Development Coordinator
 - B. DTO Restaurant Program Funding Agreement with MSFMCO, LLC dba Milkshake Factory Downtown Orlando – Kim C King-Maysonet, Business Development Assistant Manager
7. Date of Next Meeting
8. Adjournment

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

Downtown Development Board/Community Redevelopment Agency Advisory Board
Orlando City Hall, 6th Floor, 400 South Orange Ave, P.O. Box 4990, Orlando, FL 32802
Phone: (407)-246-2555 www.downtownorlando.com

Memorandum

To Kimberly Stewart, Chair
Rachel Moalli, Vice Chair
Steve Garrity
Jason Chin
Dr. Robert M. Spooner

From David Barilla, Executive Director of the Downtown Development Board/Community Redevelopment Agency

Date December 4, 2025

Subject Agenda items to be considered at the Community Redevelopment Agency Advisory Board Meeting for Thursday, December 4, 2025.

Approval of Minutes

Staff will be available to answer any questions prior to Board consideration of approving the minutes of the October 22, 2025, Community Redevelopment Agency Advisory Board Meeting.

Public Comment**Old Business**

A. DTO Restaurant Program Funding Agreement with DTO Hospitality, LLC
Michael Whiteman, Economic Development Coordinator

In 2010, the Community Redevelopment Agency (CRA) created the CRA Retail Stimulus Program to attract strong retail operators and to achieve high-quality interior buildouts of new retail establishments within the CRA. In 2023, the program was divided into two programs, the DTO Retail Program and the DTO Restaurant Program. The DTO Restaurant Program allows qualifying businesses to be eligible to receive reimbursement funding for tenant improvements and rent expenses. Exact funding levels are dependent on program criteria such as location, square footage, and restaurant classification.

DTO Hospitality LLC, a full-service restaurant, has entered into a lease for the space located at 24 E. Washington Street, Orlando, Florida 32801. This new restaurant space is 2,400 sq. ft. and will have approximately 49 seats. Moreover, this restaurateur brings over five (5) years of restaurant ownership and operations experience to this new venture.

The overall build-out of the restaurant space is anticipated to cost approximately \$400,000. DTO Hospitality LLC qualifies for funding in the amount of \$120,000 for tenant improvements. Funding received would be used for build-out expenses including plumbing, flooring, mechanical, electrical, and interior finishings and walls. DTO Hospitality LLC also qualifies for up to \$50,000 in rental assistance for the first year of the agreement.

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Staff requests that the CRA Advisory Board recommend to the CRA approval of the DTO Restaurant Program Funding Agreement between the Community Redevelopment Agency and DTO Hospitality LLC, subject to review and approval of the City Attorney's Office and authorization for the Chair of the CRA and Executive Director of the CRA to execute such DTO Restaurant Program Funding Agreement.

New Business

A. DTO Restaurant Program Funding Agreement with Osteria Ester Orlando, LLC

Michael Whiteman, Economic Development Coordinator

In 2010, the Community Redevelopment Agency (CRA) created the CRA Retail Stimulus Program to attract strong retail operators and to achieve high-quality interior buildouts of new retail establishments within the CRA. In 2023, the program was divided into two programs, the DTO Retail Program and the DTO Restaurant Program. The DTO Restaurant Program allows qualifying businesses to be eligible to receive reimbursement funding for tenant improvements and rent expenses. Exact funding levels are dependent on program criteria such as location, square footage, and restaurant classification.

Osteria Ester Orlando, LLC, a full-service restaurant, has entered into a lease for the space located at 629 E. Central Boulevard, Orlando, Florida 32801. This new restaurant space is 4,075 sq. ft. and will have approximately 150 seats. This restaurateur brings eighteen (18) years of restaurant ownership and operations experience to this new venture, including Seito Sushi, Sparrow, The Osprey, Reyes Mezcaleria, and The Monroe.

The overall build-out of the restaurant space is anticipated to cost approximately \$150,000. Osteria Ester Orlando, LLC qualifies for funding in the amount of \$75,000 for tenant improvements. Funding received would be used for build-out expenses including plumbing, flooring, mechanical, electrical, interior finishings, and walls. Osteria Ester Orlando, LLC also qualifies for up to \$25,000 in rental assistance for the first year of the agreement.

Staff requests that the CRA Advisory Board recommend to the CRA approval of the DTO Restaurant Program Funding Agreement between the Community Redevelopment Agency and Osteria Ester Orlando, LLC, subject to review and approval of the City Attorney's Office and authorization for the Chair of the CRA and Executive Director of the CRA to execute such DTO Restaurant Program Funding Agreement.

B. DTO Restaurant Program Funding Agreement with MSFMCO, LLC dba Milkshake Factory Downtown Orlando

Kim C King-Maysonet, Business Development Assistant Manager

In 2010, the Community Redevelopment Agency (CRA) created the CRA Retail Stimulus Program to attract strong retail operators and to achieve high-quality interior buildouts of new retail establishments within the CRA. In 2023, the program was divided

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into two programs, the DTO Retail Program and the DTO Restaurant Program. The DTO Restaurant Program allows qualifying businesses to be eligible to receive reimbursement funding for tenant improvements and rent expenses. Exact funding levels are dependent on program criteria such as location, square footage, and restaurant classification.

MSFMCO, LLC dba Milkshake Factory Downtown Orlando, has entered into a ten (10) year lease for the space located at 595 West Church Street, Suite K Orlando, Florida 32805. This new restaurant space is 1,502 sq. ft. and will be a franchise ice cream shop with approximately sixteen (16) seats. This restaurateur brings five (5) years of restaurant operations experience to this new venture. The Downtown Orlando Milkshake Factory will be one of several in the Orlando area, owned and operated by the same franchisee.

The overall build-out of the restaurant is expected to cost approximately \$286,500. MSFMCO, LLC qualifies for funding in the amount of \$37,550 for tenant improvements. Funding received would be used for build-out expenses including interior electrical, plumbing, HVAC upgrades, lighting, interior improvements for ADA compliance, prep space fixtures, kitchen equipment, grease trap, flooring, drywall, ceiling, walk in cooler, doors, carpentry, interior life safety improvements, and bathrooms. MSFMCO, LLC also qualifies for up to \$33,868.08 in rent assistance for the first year of the agreement.

Staff requests that the CRA Advisory Board recommend to the CRA approval of the DTO Restaurant Program Funding Agreement between the Community Redevelopment Agency and MSFMCO, LLC dba Milkshake Factory Downtown Orlando subject to review and approval of the City Attorney's Office and authorization for the Chair and Executive Director of the CRA to execute such DTO Restaurant Program Funding Agreement.

Date of Next Meeting

The next Community Redevelopment Agency Advisory Board Meeting will be held Wednesday, January 28, 2026, at 3:00 p.m. in the Veterans Conference Room.

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.

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DTO Restaurant Program Funding Agreement

Foxie's Diner

This AGREEMENT (the "Agreement") is made and entered into this ____ day of _____, 2025, 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 32801, and DTO Hospitality LLC, a Florida limited liability company (hereinafter referred to as "Grantee"), whose address is 24 East Washington Street, Orlando, Florida 32801 (hereinafter jointly 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 DTO Restaurant Program (the "Program") in order to encourage property owners and restaurant owners to rehabilitate and revitalize building structures and façades, particularly in certain focus areas within the Area; and

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

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

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

WHEREAS, the Grantee is presently the tenant of certain real property located within the Area, with such property being more particularly described in **Exhibit "B"**, attached hereto and incorporated herein by this reference ("the Property"); and

WHEREAS, Grantee's operation of a full-service restaurant with at least 51% of gross revenue from sales of food and non-alcoholic beverages on the Property qualifies it for the Program; and

WHEREAS, the Grantee desires to enter into an agreement with the CRA providing for the provision of financial assistance for improvements as shown in **Exhibit “B”** (“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 one hundred twenty thousand dollars (\$120,000.00) for reimbursement of the goods and services Grantee acquired for the Improvements to the Property located at 24 E. Washington Street, as set forth in **Exhibit “B”**. The CRA shall also award to the Grantee an amount not to exceed the sum of fifty thousand dollars (\$50,000.00) for rent abatement. In no event shall the total funding to Grantee under this Agreement exceed one hundred seventy thousand dollars (\$170,000.00).

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 Grantee’s entering into a lease for the Property extending at least through the end of the Term of this Agreement and upon completion of the work and proof shown that Grantee has in fact paid for Improvements 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 of the Improvements 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 reserves the right to deny a request for reimbursement if the completed Improvements made to the Property substantially deviate from the Improvements originally

contemplated in the Program Manager's approval and this Agreement, and the Grantee failed to obtain approval of such deviations from the Program Manager.

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

4. Use of Funds. Grantee shall use the funds for eligible improvements as set forth in the Program's guidelines and this Agreement 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 within ninety (90) days of the Execution Date hereof and completed within one (1) year after the Effective Date hereof ("Project Completion Deadline") unless the Executive Director of the CRA has granted, at his or her discretion, the Grantee an extension of time prior to the expiration of the Project Completion Deadline. Should the Project not be completed by the Project Completion Date (or Executive Director approved extended date made pursuant to the terms hereof), this Agreement shall be deemed terminated upon the date which is one year from the Effective Date. 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.

7. Records and Reporting.

- a. 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.
- b. At the end of each calendar year or portion thereof during the Term, Grantee shall submit an Annual Financial Report to the CRA's Division Fiscal Manager at the address in Section 28 below showing evidence of Grantee's operation as a restaurant and specifically showing gross revenue from sales of food and non-alcoholic beverages for such year. The Annual Report shall be reviewed and certified (name, signature and license number included) by a third-party Certified Public Accountant

(CPA) prior to submittal to the CRA and shall be submitted to the CRA with such certification no later than March 1 of the calendar year following the applicable year. Grantee shall be required to re-pay to the CRA the prorated portion of the Funding, as set forth in Section 2 above, for any year in which less than 51% of the gross revenue is from sales of food and non-alcoholic beverage or for calendar years in which Grantee fails to submit a complete and certified Annual Financial Report by March 1.

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

- a. The Grantee shall be responsible for obtaining all governmental approvals and permits required for the Improvements and operation of the specified use and 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. Grantee shall operate a full-service restaurant open a minimum of 12 hours daily, serving breakfast, lunch, and dinner, with at least 51% of gross revenue from sales of food and non-alcoholic beverages on the Property; however, Grantee shall not seek to obtain an AMS permit to sell alcohol after midnight nor sell alcohol after midnight; and
- c. The Grantee shall maintain occupancy at the Property pursuant to a valid lease for a minimum of three (3) years from the Effective Date of the Agreement.

9. Default. The following shall constitute an Event of Default 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; or
- b. The Grantee's abandonment of the Property for any reason; or
- c. Grantee not maintaining at least at least 51% of gross revenue from sales of food and non-alcoholic beverages as evidenced by the required reporting in Section 7b. above; or

- d. Grantee seeking to obtain an AMS permit to sell alcohol after midnight or selling alcohol after midnight; or
- e. Demolition or removal of the completed Improvements for any reason without prior approval from the CRA, which shall not be unreasonably withheld; or
- f. The Grantee or the Property incurs a code enforcement lien; or
- g. 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 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. Grantee shall release, indemnify, defend, and hold harmless the CRA, its elected officials, 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, resulting from, or related to 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: 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 \$1,000,000 Combined Single Limit (CSL) per occurrence for bodily injury and property damage.
- b. Worker's Compensation Coverage: The Grantee shall provide Worker's Compensation coverage for all employees in accordance with Florida law, 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. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

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

- a. If to the CRA: Community Redevelopment Agency
Orlando City Hall
400 S. Orange Avenue
Orlando, Florida 32801
(with a copy to City Attorney's Office)
- b. If to the Grantee: Hospitality LLC
14 E. Washington Street, Suite 402
Orlando, Florida 32801

28. 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.

29. No Material Interest. Grantee certifies that no officer or employee of the CRA, nor their spouse or child, serves as an officer, partner, director or proprietor of, no has a material interest in Grantee.

30. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same instrument.

31. Human Trafficking Affidavit. Grantee hereby represents, warrants, and certifies that Grantee does not use coercion for labor or services as defines in Section 787.06 Florida Statutes and that Grantee has provided the Human Trafficking Affidavit attached hereto as Exhibit "C".

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

33. Term. Unless terminated earlier pursuant to the terms hereof, 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]

DTO Hospitality 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 _____, 2025, who is the _____ of DTO Hospitality 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:

**COMMUNITY REDEVELOPMENT
AGENCY**

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.

_____, 2025

Chief Assistant City Attorney
Orlando, Florida

EXHIBIT “A”
Program Guidelines

DTO Restaurant Program

A. Program Introduction/Goals

Restaurants are vital for urban environments as they drive economic growth, create jobs, foster a vibrant atmosphere, provide community gathering spaces, and contribute to urban revitalization. The presence of diverse and thriving restaurants can transform downtowns into dynamic and prosperous centers that benefit residents, visitors, and the local economy. Conversely, vacant spaces contribute to the spread of blight within downtown areas. The intent of the DTO Restaurant Program (Program) is to activate spaces within the Downtown Orlando Community Redevelopment Area (Area) and establish the Area within Downtown Orlando as a foodie destination, to attract locals and visitors to visit downtown Orlando as well as attract new restaurants and encourage expansion of existing restaurants by reimbursing costs associated with interior buildout and rent of a newly leased property.

Additionally, it is standard practice in the commercial real estate industry for property owners to provide a tenant improvement allowance towards the construction of a newly leased premise. Often, the amount of the tenant improvement allowance becomes the determining factor in a restaurant's decision to enter into a lease for a specific property. The Program seeks to make downtown properties financially competitive to properties further from the city center by supplementing the funding available for tenant improvements to eligible properties within the Area.

This investment in restaurants in the Area helps to accomplish the Community Redevelopment Agency's (CRA) Downtown Community Redevelopment Area Plan (DTOutlook) goals, including:

- Filling vacant retail spaces within the Area in order to prevent the spread of blight within the Area
- Promoting uses that activate storefronts throughout the day, helping to eliminate "dead zones"
- Supporting renovations and adaptive reuse of existing buildings
- Attracting employers and retailers to downtown Orlando
- Supporting incentives for restaurant and retail location and expansion within the CRA
- Supporting retail/restaurant development through incentive programs and other strategies to reduce barriers to entry in the downtown market

B. Program Structure

1. Building Owner/Tenant Investment Requirement:
 - a. For tenant improvement reimbursement funding, the CRA will match dollar for dollar based on the amount the building owner invests in tenant improvements up to a maximum amount based on the square footage requirements set forth in subsection 2 below. Such matching funding by the building owner and tenant is an eligibility requirement for receiving funding under sections 2 a, b, c, or d Below.
 - b. The tenant must be investing at least 10% of the eligible tenant improvement costs.
 - c. If the total contribution from the building owner's investment, the CRA and the applicant's required contribution of at least 10% of the eligible tenant improvement costs equals more than the cost of the build-out associated with the program's eligible items, the CRA will only cover the difference between the building and restaurant owner's contribution and eligible build-out costs.
2. Funding Eligibility:
 - a. Full-service restaurants located within a Focus Area (see Exhibit A) are eligible to receive up to \$100 per square foot with a not-to-exceed funding amount of \$400,000 for reimbursement of costs of eligible tenant improvements.
 - i. Full-service restaurants refer to a type of restaurant where customers are seated at tables and fully served by waitstaff at all hours during which the restaurant is open.
 - ii. "Focus Area" is defined as a property fronting or abutting either side of the rights-of-way shown on Exhibit A.
 - b. Food halls, located within a Focus Area (see Exhibit A) are eligible to receive up to \$75 per square foot with a not-to-exceed funding amount of \$400,000 for reimbursement of costs of eligible tenant improvements.
 - i. To be eligible for funding under the Program, a food hall must house at least seven (7) separate food and beverage vendor spaces.
 - ii. "Focus Area" is defined as a property fronting or abutting either side of the rights-of-way shown on Exhibit A.

- c. Non-full-service restaurants within a Focus Area (see Exhibit A) are eligible to receive up to \$50 per square foot with a not to exceed funding amount of \$100,000 for reimbursement of costs of eligible tenant improvements based on the square foot requirements shown in Additional Information below.
 - i. Non-full-service restaurants refer to all other types of restaurants where customers are not seated and not served by waitstaff.
 - ii. "Focus Area" is defined as a property fronting or abutting either side of the rights-of-way shown on Exhibit A.
- d. All food service restaurants including full-service and non-full-service restaurants, as well as food halls, that are not located in a Focus Area are eligible to receive up to \$25 per square foot with a not to exceed funding amount of \$100,000 for reimbursement of costs of eligible tenant improvements based on the square foot requirements.
- e. Restaurants or food halls that will be adding or making improvements to outdoor seating areas are eligible to receive an additional \$5 per square foot of the outside seating areas with an additional not-to-exceed funding amount of \$25,000 for reimbursement of costs of eligible tenant improvements within the outdoor seating area.
- f. If the building owner does not invest in tenant improvements or if the business is a franchise, the tenant would be eligible to receive up to \$25 per square foot with a not-to-exceed funding amount of \$75,000 for reimbursement of costs of eligible tenant improvements based on the square foot requirements.
- g. All qualifying restaurants and food halls are generally eligible to receive up to \$25,000 to assist with Rent costs and Common Area Maintenance (CAM) costs incurred during the first year of the term of the Funding Agreement.
 - i. Rent abatement payments are to be made quarterly on a reimbursement basis. (Example: A restaurant outside a Focus Area that has \$4,000 a month rental cost would qualify for \$25,000 would receive up to \$6,250 a quarter).
- h. All qualifying restaurants and food halls located within Focus Areas are generally eligible to receive up to \$50,000 for reimbursement of rental costs incurred during the first year of the term of the Funding Agreement.
 - i. Rent abatement payments are to be made quarterly on a reimbursement basis. (Example: A restaurant within a Focus Area that has a \$4,000 a month rental cost would qualify for \$48,000 and would receive \$12,000 a quarter).

Additional Information

1. A restaurant is defined as a commercial establishment that is open to the public where food and drink are prepared for on-site consumption. Take-out or meal delivery may occur but a majority of consumption must occur onsite. Restaurants must be licensed through the State of Florida and derive at least 51% of gross revenue from sales of food and non-alcoholic beverages. Food shall be continuously ready to be prepared, served, and sold during all restaurant operational hours, including when alcoholic beverages are sold, otherwise, the use may be a bar or nightclub, which is not eligible for funding under this program. Additionally, if serving alcohol, a restaurant must operate under a 4COP-SFS Alcohol License (or 2COP if not eligible for SFS due to square footage requirements) in order to qualify for the incentive.
2. A food hall is defined as a cafeteria like dining setting with multiple eating establishments housed together in an area open to the public and where food and drinks are sold for on-site consumption in a communal environment. All vendors within the food hall must be licensed through the State of Florida. The collective sales of all vendors operating within the food hall must contain at least 51% of gross revenue from sales of food and non-alcoholic beverages. Food shall be continuously ready to be prepared, served, and sold during all operational hours, including when alcoholic beverages are sold, otherwise, the use may be a bar or nightclub, which is not eligible for funding under this program. If alcohol is being served at a food hall it must be sold under a 4COP-SFS Alcohol License or 2COP Alcohol License in order to qualify for the program.
3. Restaurants must be locating to or be expanding in the Area. Restaurants that are currently located within the Area that are relocating to another location within the Area or expanding the existing location are eligible for funding only if a restaurant is increasing its space (sq. ft.) by 25% or more based on its current square footage. (see Exhibit A for Area boundaries).
4. The applicant must have at least five (5) years of restaurant or food hall ownership or operations management experience for eligibility.
5. The applicant must meet a minimum number of operating hours that will be specified in the Funding Agreement.

6. Applicants must agree to work with the CRA to open its restaurant during hours in which it would ordinarily be closed in the case of large-scale special events within the Area (e.g. NFL Pro Bowl, Bowl Games).
7. All proposed exterior improvements (please see eligible improvements) must meet the requirements of the Appearance Review Board (ARB) or, if a landmark property is located within a historic preservation district, the Historic Preservation Board (HPB), if applicable, as well as all other City Code requirements. Approvals or Certificates issued by the ARB or HPB do not guarantee approval of any DTO Restaurant Program funding.

C. Eligible Improvements/Items

Tenants applying for funding shall provide written permission from the property owner via a signed Owner's Affidavit. Additionally, funding 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 when the Applicant vacates the space.

Applicants are eligible for the following permanent improvements and are encouraged to make energy-efficient and sustainability-focused improvements or upgrades, such as energy-efficient upgrades, waste reduction, renewable energy, and water conservation improvements.

1. Tenant Improvement:
 - a. Interior electrical or upgrades
 - b. Interior plumbing or upgrades
 - c. Interior HVAC equipment or upgrades
 - d. Interior or exterior lighting
 - e. Interior improvements for ADA compliance
 - f. Exterior signage and awnings
 - g. Fixtures for prep spaces or bars
 - h. Kitchen equipment
 - i. Grease-traps
 - j. Kitchen hoods
 - k. Walk-in cooler or walk-in freezer
 - l. Interior flooring (carpets are ineligible)
 - m. Improvements to outdoor seating areas including permanent outside seating, permanent railings/fencing surrounding outside seating areas, and permanent outside seating fixtures
 - n. Interior drywall
 - o. Windows
 - p. Doors
 - q. Masonry
 - r. Ceiling
 - s. Carpentry
 - t. Interior life safety improvements (firewalls, sprinklers, egress, fire alarm, exit signs, and automatic lights)
 - u. Bathrooms
 - v. Other improvements as approved by the CRA
2. Rent Abatement:
 - a. Rent cost
 - b. Common Area Maintenance (CAM) cost

D. Ineligible Businesses

Properties used for the following purposes: not-for-profit organizations, non-brick and mortar restaurants, nightclubs, bars, and walk up eating and drinking establishments with no onsite seating. government-owned or occupied buildings, church/religious institutions, health and medical industries, tattoo parlors, body piercing and body art shops, adult entertainment facilities, adult-oriented or adult-themed retail businesses, liquor stores, gun shops, or businesses that sell drug paraphernalia are ineligible.

E. Procedures

The procedure for project review is as follows:

1. Pre-Application Meeting

The applicant is required to meet with the DTO Restaurant Program Manager (Manager) who will review the applicant's plans to determine eligibility based on the Program requirements. The Manager will provide the applicant with general guidance as to whether the proposed project is likely to qualify for Program funding and whether the applicant is sufficiently prepared to move forward to apply.

2. Grant Application Submission

Following the pre-application meeting, the Grant application and all attachments must be submitted to the Manager for formal consideration for funding. The application requires the Applicant to submit a Letter of Intent for the lease from the landlord, proposed design, cost estimate/budget for the Tenant Improvements, and a business. Furthermore, the Applicant and property owner must contribute an amount greater than the financial contribution of the CRA as further specified herein.

3. Review Grant Application

Once an eligible application and the supporting documents are received, the Manager shall then conduct the mandatory criminal background check and review the application to ensure that it meets all program eligibility requirements. In making a recommendation to the CRA, the Manager shall ensure compliance with the eligibility requirements and will consider the strength of the operation, budget, and growth plan described in the business plan. The CRA will approve grants at its discretion based on the applicant's lease term, capital investment amount, experience, business plan, store design, and financial capacity.

4. Final Agreement and Construction

If approved for funding, the applicant shall sign the required Funding Agreement with the CRA. Substantial modifications to final plans or change orders to construction documents that produce material changes in the previously approved items will require review and approval of the CRA Executive Director.

The CRA reserves the right to deny a request for reimbursement if the completed improvements substantially deviate from the improvements originally contemplated in the Funding Agreement or if the applicant failed to obtain approval of such deviations from the CRA Executive Director.

5. Construction Approval

Upon completion of construction, grantees shall submit proof of completion and arrange for an on-site inspection by the Manager to ensure that the terms of the Funding Agreement have been met. Discrepancies will be noted and a time frame for their correction will be established as necessary. Upon final approval by the Manager, the grantee will submit a request for reimbursement to the CRA. Payments will be made to Grantee on a reimbursement basis and in accordance with the City's accounting procedures.

6. Disbursements

Funds will be disbursed by a check payable to the grantee (1) upon the issuance of a Certificate of Completion or Occupancy (if required), and (2) upon verification by the Manager that the work was completed as proposed in a satisfactory and professional manner. Funds will not be disbursed on projects that are completed in a manner not in accordance with the approved plans. Before funds will be disbursed, grantees must provide verification, satisfactory to the CRA, of all project costs, including contractor invoicing, lien release and evidence of payment of all expenses, including property owner and tenant matching funds. All Grant funds shall be issued to the grantee on a reimbursement basis only.

Funds will only be dispersed after the following actions occur:

- The Manager verifies that a final lease with an initial lease term of at least three years has been executed
- Applicant has obtained a City of Orlando Business Tax Receipt and Certificate of Use
- Applicant has secured a valid City of Orlando Certificate of Occupancy or Certificate of Completion and Releases of Liens are obtained from any and all contractors/subcontractors involved in making the tenant improvements
- Applicant presents paid invoices and companion bank statements or canceled 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 Funding Agreement
- Applicant is in compliance with other terms of the Funding Agreement

E. Program Terms

Funding is based on budget availability and will be considered on a “first come, first served” basis. Applying **does not** guarantee funding. Applications must be submitted with a detailed proposal of the improvement work, the cost of which is sought to be reimbursed by this Program. Applications will be reviewed for completeness and compliance with program criteria. Projects that do not comply with the Program criteria and conditions will not be eligible for funding. An authorized corporate officer or partners of the applicant’s business must sign the application, in addition to the property owner(s), if the applicant is the tenant. Tenants who are applying for a Grant must supply proof of a lease for the subject property that identifies at least three (3) years remaining in the lease term.

Before consideration for Program funding, the subject property must be free from any liens (except mortgage liens), judgments, or encumbrances (except easements) of any kind, current with all City obligations, and in compliance with all City Code requirements. On a case-by-case basis, the CRA may waive the requirement to be in compliance with City Codes if the proposed improvements are related to achieving code compliance. The CRA reserves the right to contract for a title search and/or ownership and encumbrance report at the CRA’s discretion, the cost of which will be deducted from the Grant funds at the time of disbursement, if Program funding is approved.

All applicants for program funding must submit to a criminal background check, the cost for which will be deducted from the Grant funds at the time of disbursement, if Grant funding is approved. If the applicant is a corporate entity, then the president, director, or manager applying shall submit to a criminal background check. If the entity is a partnership, then all partners must submit to a criminal background check. To be eligible for funding, the applicant must **not** have any of the following: a felony conviction or nolo contendere within the past five (5) years; a felony conviction or nolo contendere for financial economic crimes within the past ten years; or a felony conviction or nolo contendere for violent or heinous crimes (i.e. murder, sexual battery, sexual assault, armed robbery or burglary, carjacking, home-invasion, kidnapping, arson, crimes against children, etc.) in their complete history. If the background check reveals any of the above, the applicant will be rendered ineligible for funding.

Any Grant funding awarded will be based on the lowest of at least three (3) qualified bids obtained and submitted by the applicant. The owner and/or applicant may elect to choose a contractor other than the one with the lowest qualified bid but shall be responsible for all costs exceeding the lowest qualified bid. In all cases, the selected contractor must be licensed and insured. The CRA will not be responsible in any manner for the selection of a contractor. A property owner and/or tenant should pursue all activities necessary to determine contractor qualifications, quality of workmanship, and reputation. The property or business owner will bear full responsibility for reviewing the competence and abilities of prospective contractors and securing proof of their licensing and insurance coverage. If the tenant is unable to receive three (3) qualified bids, the Manager reserves the right to allow for two (2) qualified bids at the tenant’s request.

Program funds will be disbursed in the form of a grant with a limited repayment requirement if the Grantee vacates the property or changes use. To ensure that funds are available, improvements to be made under a Grant must be initiated (secured all necessary permits) within 90 days and completed within one (1) year of the effective date of the Funding Agreement. Extensions may be granted by the Executive Director of the CRA given just cause by the applicant (Example: contractor delays, acts of God, etc.). All Grant funds shall be issued to the

Grantee on a reimbursement basis only.

G. Available Funds

The CRA may from time to time in its sole discretion establish annual funding for the program.

H. Previous Participation in the Retail Stimulus Program

If relocating within the CRA or expanding, the grantee who received funding under the previous Retail Stimulus Program may submit an application three years after the executed Funding Agreement date for funding under the revised DTO Restaurant Program.

I. Disclosures

The CRA expressly reserves the right to reject applications or request additional information from any and all applicants and grantees. The CRA retains the right to deviate from the program guidelines or amend the program guidelines, agreements, and application procedures. The CRA also retains the right to display and advertise properties that receive matching funds under this Grant.

Applicants which applied for funding after June 19, 2023 but prior to adoption of this Program on October 23, 2023, may elect whether to seek funding under the former Retail Stimulus Program or this Program. Funding will only be provided under one program.

J. Controls and Oversight

Throughout the Program and Award process, a number of checks and balances are employed to ensure that the grant investment contributes to the Program goals. 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 to 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 a six (6) month timeframe to another restaurant that would otherwise have qualified under the DTO Restaurant Program. Additionally, if the Applicant vacates the property or changes use, the Manager must be notified.

K. Default

If a default or breach occurs as defined in the Funding Agreement, the Manager will contact the Grant Recipient in an effort to determine the reason for the default. If the 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 restaurant owner of the default and demanding reimbursement of funds paid to the restaurant as of the date of the default within thirty (30) days. The letter will also instruct the restaurant owner to contact the Manager to further discuss the matter. If the restaurant 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 restaurant owner notifying him/her of the date and time of the meeting.

L. 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 restaurant owner. The Default Committee is comprised of the following officials or their designees:

- 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

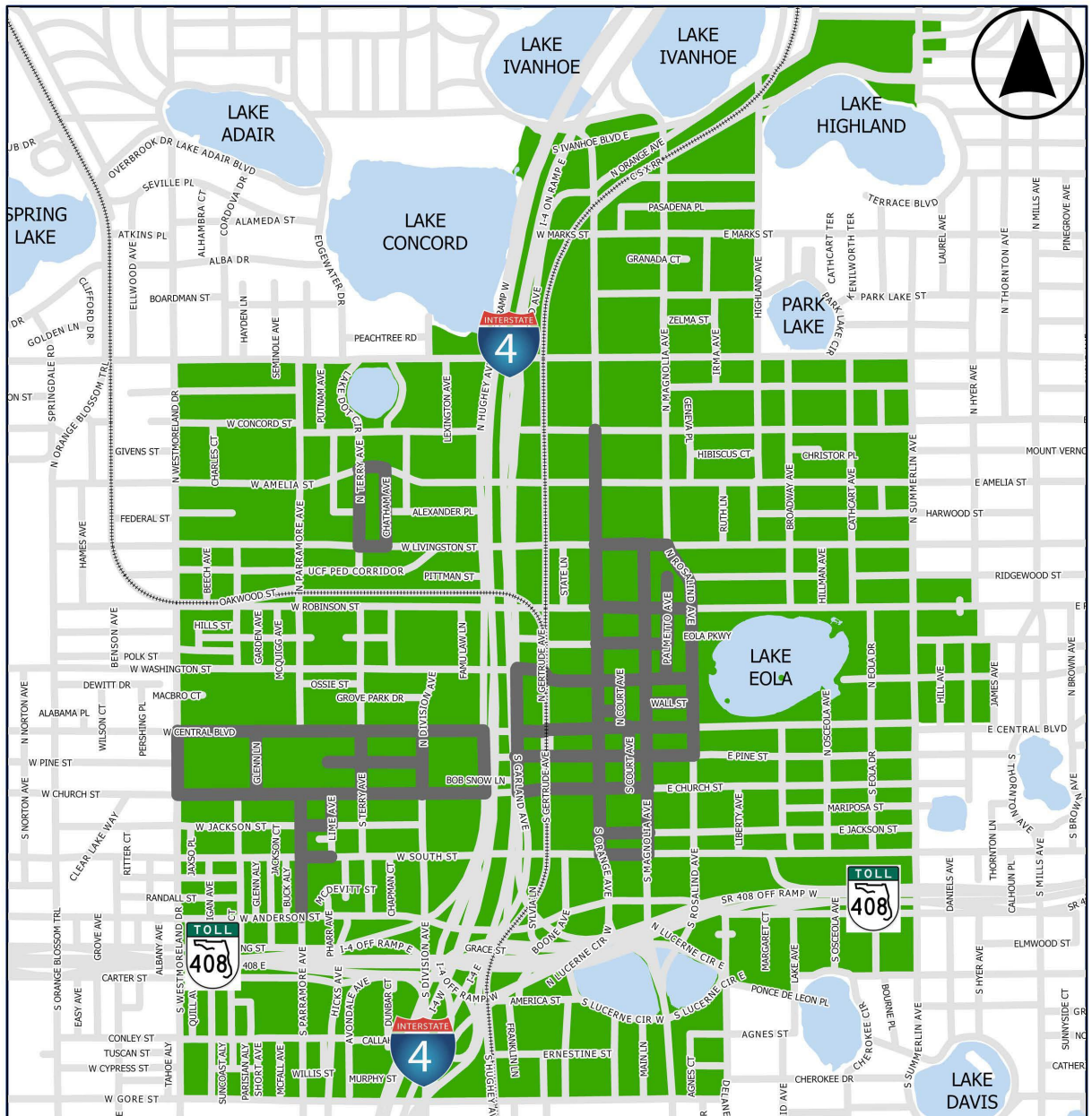
The CRA Executive Director or his/her designee shall chair the Committee. The Manager will be a non-voting member of the Committee. The City Attorney's Office will provide legal counsel and advice to the Committee.

The Committee shall have the authority to do the following: (1) recommend that the City Attorney's Office initiate litigation in the event the restaurant 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 restaurant owner proposes a payment schedule; or (3) decide to write-off the debt entirely. The Committee's decision shall be reported by the CRA Executive Director to the CRA for approval.

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

If the restaurant 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 shall be dismissed once the settlement agreement is approved by the CRA. However, litigation may be reinstated if the restaurant 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.



DTO Restaurant & Retail Programs

- Focus Area Right-of-ways***
- DTO Restaurant & Retail**

*Note: Properties fronting or abutting either side of the right-of-way used as identification are potentially eligible for the Focus Areas funding amount.



EXHIBIT “B”

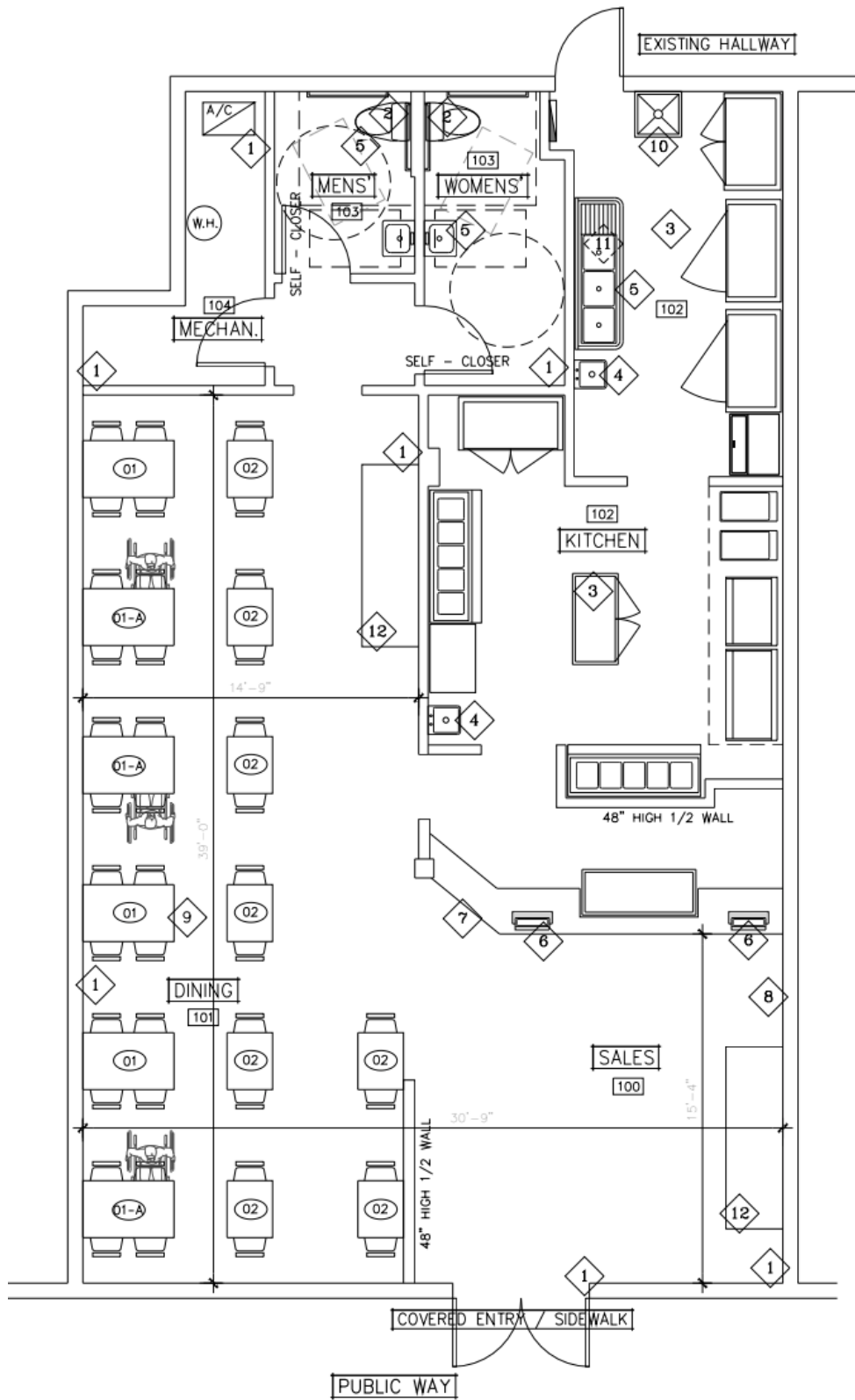
24 E. Washington St.

The parcel address is 24 E Washington St

Parcel ID:
26-22-29-7352-29-042

Improvements include:

Interior electrical or upgrades	18,500
Interior plumbing or upgrades	18,500
Interior HVAC equipment or upgrades	18,600
Fixtures for prep spaces or bars	10,000
Kitchen equipment Permanent	25,000
Grease-traps	5,000
Kitchen hoods	8,400
Walk-in cooler or walk-in freezer	15,000
Flooring carpets are ineligible	20,000
Total lowest bid price	\$266,300



FLOOR PLAN

1/4" = 1'-0"



Exhibit “C”

Human Trafficking Affidavit

Instruction: “Vendor”, defined as any person or nongovernmental entity seeking to engage in business with the Community Redevelopment Agency of the City of Orlando (“CRA”), must complete the following form.

The undersigned, on behalf of Vendor, hereby attests as follows:

A. Vendor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the CRA from executing, renewing, or extending a contract to entities that use coercion for labor or services, with such terms defined as follows:

- **“Coercion”** means: **(1)** using or threatening to use physical force against any person; **(2)** restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will; **(3)** using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined; **(4)** destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; **(5)** causing or threatening to cause financial harm to any person; **(6)** enticing or luring any person by fraud or deceit; or **(7)** providing a controlled substance as outlined in Schedule I or Schedule II of Section [893.03](#), Florida Statutes, to any person for the purpose of exploitation of that person.
- **“Labor”** means work of economic or financial value.
- **“Services”** means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.

B. Vendor hereby attests, under penalty of perjury, that Vendor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

****Signature on following page****

I, the undersigned, am an officer or representative of the nongovernmental entity named below, and hereby represent that I: make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind and make the above attestation on behalf of the Vendor. **Under penalties of perjury, I declare that I have read the forgoing document and that the facts stated in it are true.** Further Affiant sayeth naught.

Vendor: _____

Authorized Signature: _____ **Date:** _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ on behalf of the company/corporation. They ☐ are personally known to me or ☐ have produced _____ as identification.

Signature of Notary Public

Name of Notary Typed, Printed or Stamped
My Commission Expires: _____

DTO Restaurant Program Funding Agreement

Osteria Ester Orlando, LLC

This AGREEMENT (the “Agreement”) is made and entered into this ____ day of _____, 2025, 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 32801, and, Osteria Ester Orlando, LLC, a Florida limited liability company (hereinafter referred to as “Grantee”), whose address is 629 East Central Boulevard, Orlando, Florida 32801 (hereinafter jointly 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 DTO Restaurant Program (the “Program”) in order to encourage property owners and restaurant owners to rehabilitate and revitalize building structures and façades, particularly in certain focus areas within the Area; and

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

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

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

WHEREAS, the Grantee is presently the tenant of certain real property located within the Area, with such property being more particularly described in **Exhibit “B”**, attached hereto and incorporated herein by this reference (“the Property”); and

WHEREAS, Grantee’s operation of a full-service restaurant with at least 51% of gross revenue from sales of food and non-alcoholic beverages on the Property qualifies it for the Program; and

WHEREAS, the Grantee desires to enter into an agreement with the CRA providing for the provision of financial assistance for improvements as shown in **Exhibit “B”** (“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 (\$75,000.00) for reimbursement of the goods and services Grantee acquired for the Improvements to the Property located at 629 East Central Boulevard, 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 (\$25,000.00) for rent abatement. In no event shall the total funding to Grantee under this Agreement exceed one hundred thousand dollars (\$100,000.00).

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 Grantee’s entering into a lease for the Property extending at least through the end of the Term of this Agreement and upon completion of the work and proof shown that Grantee has in fact paid for Improvements 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 of the Improvements 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 reserves the right to deny a request for reimbursement if the completed Improvements made to the Property substantially deviate from the Improvements originally

contemplated in the Program Manager's approval and this Agreement, and the Grantee failed to obtain approval of such deviations from the Program Manager.

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

4. Use of Funds. Grantee shall use the funds for eligible improvements as set forth in the Program's guidelines and this Agreement 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, 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 within ninety (90) days of the Execution Date hereof and completed within one (1) year after the Effective Date hereof ("Project Completion Deadline") unless the Executive Director of the CRA has granted, at his or her discretion, an extension of time to the Grantee prior to the expiration of the Project Completion Deadline. Should the Project not be completed by the Project Completion Deadline (or Executive Director approved extended date made pursuant to the terms hereof), this Agreement shall be deemed automatically terminated upon the date which is one year from the Effective Date. 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.

7. Records and Reporting.

- a. 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.
- b. At the end of each calendar year or portion thereof during the Term, Grantee shall submit an Annual Financial Report to the CRA's Division Fiscal Manager at the address in Section 28 below showing evidence of Grantee's operation as a restaurant and specifically showing gross revenue from sales of food and non-alcoholic beverages for such year. The Annual Report shall be reviewed and certified (name, signature and license number included) by a third-party Certified Public Accountant

(CPA) prior to submittal to the CRA and shall be submitted to the CRA with such certification no later than March 1 of the calendar year following the applicable year. Grantee shall be required to re-pay to the CRA the prorated portion of the Funding, as set forth in Section 2 above, for any year in which less than 51% of the gross revenue is from sales of food and non-alcoholic beverage or for calendar years in which Grantee fails to submit a complete and certified Annual Financial Report by March 1.

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

- a. The Grantee shall be responsible for obtaining all governmental approvals and permits required for the Improvements and operation of the specified use and 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. Grantee shall operate a full-service restaurant open from at least 5:00 p.m. to 10:00 p.m. daily, serving dinner, as well as from 10:30 a.m. to 3:00 p.m. on Saturdays and Sundays, serving brunch, with at least 51% of gross revenue from sales of food and non-alcoholic beverages on the Property; however, Grantee shall not seek to obtain an AMS permit to sell alcohol after midnight nor sell alcohol after midnight; and
- c. The Grantee shall maintain occupancy at the Property pursuant to a valid lease for a minimum of three (3) years from the Effective Date of the Agreement.

9. Default. The following shall constitute an Event of Default 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; or
- b. The Grantee's abandonment of the Property for any reason; or

- c. Grantee not maintaining at least at least 51% of gross revenue from sales of food and non-alcoholic beverages as evidenced by the required reporting in Section 7b. above; or
- d. Grantee seeking to obtain an AMS permit to sell alcohol after midnight or selling alcohol after midnight; or
- e. Demolition or removal of the completed Improvements for any reason without prior approval from the CRA, which shall not be unreasonably withheld; or
- f. The Grantee or the Property incurs a code enforcement lien; or
- g. 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 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. Grantee shall release, indemnify, defend, and hold harmless the CRA, its elected officials, 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, resulting from, or related to 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: 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 \$1,000,000 Combined Single Limit (CSL) per occurrence for bodily injury and property damage.
- b. Worker's Compensation Coverage: The Grantee shall provide Worker's Compensation coverage for all employees in accordance with Florida law, 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. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

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

- a. If to the CRA: Community Redevelopment Agency
Orlando City Hall
400 S. Orange Avenue
Orlando, Florida 32801
Attn: Executive Director
(with a copy to City Attorney's Office)
- b. If to the Grantee: Osteria Ester Orlando, LLC
629 East Central Boulevard
Orlando, Florida 32801
Attn: Jason Chin

28. 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.

29. No Material Interest. Grantee certifies that no officer or employee of the CRA, nor their spouse or child, serves as an officer, partner, director or proprietor of, no has a material interest in Grantee.

30. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same instrument.

31. Human Trafficking Affidavit. Grantee hereby represents, warrants, and certifies that Grantee does not use coercion for labor or services as defines in Section 787.06 Florida Statutes and that Grantee has provided the Human Trafficking Affidavit attached hereto as Exhibit "C".

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

33. Term. Unless terminated earlier pursuant to the terms hereof, 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]

Osteria Ester Orlando, 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 _____, 2025, who is the _____ of Osteria Ester Orlando, 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: _____

**COMMUNITY REDEVELOPMENT
AGENCY**

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.

_____, 2025

Chief Assistant City Attorney
Orlando, Florida

EXHIBIT “A”
Program Guidelines

DTO Restaurant Program

A. Program Introduction/Goals

Restaurants are vital for urban environments as they drive economic growth, create jobs, foster a vibrant atmosphere, provide community gathering spaces, and contribute to urban revitalization. The presence of diverse and thriving restaurants can transform downtowns into dynamic and prosperous centers that benefit residents, visitors, and the local economy. Conversely, vacant spaces contribute to the spread of blight within downtown areas. The intent of the DTO Restaurant Program (Program) is to activate spaces within the Downtown Orlando Community Redevelopment Area (Area) and establish the Area within Downtown Orlando as a foodie destination, to attract locals and visitors to visit downtown Orlando as well as attract new restaurants and encourage expansion of existing restaurants by reimbursing costs associated with interior buildout and rent of a newly leased property.

Additionally, it is standard practice in the commercial real estate industry for property owners to provide a tenant improvement allowance towards the construction of a newly leased premise. Often, the amount of the tenant improvement allowance becomes the determining factor in a restaurant's decision to enter into a lease for a specific property. The Program seeks to make downtown properties financially competitive to properties further from the city center by supplementing the funding available for tenant improvements to eligible properties within the Area.

This investment in restaurants in the Area helps to accomplish the Community Redevelopment Agency's (CRA) Downtown Community Redevelopment Area Plan (DTOutlook) goals, including:

- Filling vacant retail spaces within the Area in order to prevent the spread of blight within the Area
- Promoting uses that activate storefronts throughout the day, helping to eliminate "dead zones"
- Supporting renovations and adaptive reuse of existing buildings
- Attracting employers and retailers to downtown Orlando
- Supporting incentives for restaurant and retail location and expansion within the CRA
- Supporting retail/restaurant development through incentive programs and other strategies to reduce barriers to entry in the downtown market

B. Program Structure

1. Building Owner/Tenant Investment Requirement:
 - a. For tenant improvement reimbursement funding, the CRA will match dollar for dollar based on the amount the building owner invests in tenant improvements up to a maximum amount based on the square footage requirements set forth in subsection 2 below. Such matching funding by the building owner and tenant is an eligibility requirement for receiving funding under sections 2 a, b, c, or d Below.
 - b. The tenant must be investing at least 10% of the eligible tenant improvement costs.
 - c. If the total contribution from the building owner's investment, the CRA and the applicant's required contribution of at least 10% of the eligible tenant improvement costs equals more than the cost of the build-out associated with the program's eligible items, the CRA will only cover the difference between the building and restaurant owner's contribution and eligible build-out costs.
2. Funding Eligibility:
 - a. Full-service restaurants located within a Focus Area (see Exhibit A) are eligible to receive up to \$100 per square foot with a not-to-exceed funding amount of \$400,000 for reimbursement of costs of eligible tenant improvements.
 - i. Full-service restaurants refer to a type of restaurant where customers are seated at tables and fully served by waitstaff at all hours during which the restaurant is open.
 - ii. "Focus Area" is defined as a property fronting or abutting either side of the rights-of-way shown on Exhibit A.
 - b. Food halls, located within a Focus Area (see Exhibit A) are eligible to receive up to \$75 per square foot with a not-to-exceed funding amount of \$400,000 for reimbursement of costs of eligible tenant improvements.
 - i. To be eligible for funding under the Program, a food hall must house at least seven (7) separate food and beverage vendor spaces.
 - ii. "Focus Area" is defined as a property fronting or abutting either side of the rights-of-way shown on Exhibit A.

- c. Non-full-service restaurants within a Focus Area (see Exhibit A) are eligible to receive up to \$50 per square foot with a not to exceed funding amount of \$100,000 for reimbursement of costs of eligible tenant improvements based on the square foot requirements shown in Additional Information below.
 - i. Non-full-service restaurants refer to all other types of restaurants where customers are not seated and not served by waitstaff.
 - ii. "Focus Area" is defined as a property fronting or abutting either side of the rights-of-way shown on Exhibit A.
- d. All food service restaurants including full-service and non-full-service restaurants, as well as food halls, that are not located in a Focus Area are eligible to receive up to \$25 per square foot with a not to exceed funding amount of \$100,000 for reimbursement of costs of eligible tenant improvements based on the square foot requirements.
- e. Restaurants or food halls that will be adding or making improvements to outdoor seating areas are eligible to receive an additional \$5 per square foot of the outside seating areas with an additional not-to-exceed funding amount of \$25,000 for reimbursement of costs of eligible tenant improvements within the outdoor seating area.
- f. If the building owner does not invest in tenant improvements or if the business is a franchise, the tenant would be eligible to receive up to \$25 per square foot with a not-to-exceed funding amount of \$75,000 for reimbursement of costs of eligible tenant improvements based on the square foot requirements.
- g. All qualifying restaurants and food halls are generally eligible to receive up to \$25,000 to assist with Rent costs and Common Area Maintenance (CAM) costs incurred during the first year of the term of the Funding Agreement.
 - i. Rent abatement payments are to be made quarterly on a reimbursement basis. (Example: A restaurant outside a Focus Area that has \$4,000 a month rental cost would qualify for \$25,000 would receive up to \$6,250 a quarter).
- h. All qualifying restaurants and food halls located within Focus Areas are generally eligible to receive up to \$50,000 for reimbursement of rental costs incurred during the first year of the term of the Funding Agreement.
 - i. Rent abatement payments are to be made quarterly on a reimbursement basis. (Example: A restaurant within a Focus Area that has a \$4,000 a month rental cost would qualify for \$48,000 and would receive \$12,000 a quarter).

Additional Information

1. A restaurant is defined as a commercial establishment that is open to the public where food and drink are prepared for on-site consumption. Take-out or meal delivery may occur but a majority of consumption must occur onsite. Restaurants must be licensed through the State of Florida and derive at least 51% of gross revenue from sales of food and non-alcoholic beverages. Food shall be continuously ready to be prepared, served, and sold during all restaurant operational hours, including when alcoholic beverages are sold, otherwise, the use may be a bar or nightclub, which is not eligible for funding under this program. Additionally, if serving alcohol, a restaurant must operate under a 4COP-SFS Alcohol License (or 2COP if not eligible for SFS due to square footage requirements) in order to qualify for the incentive.
2. A food hall is defined as a cafeteria like dining setting with multiple eating establishments housed together in an area open to the public and where food and drinks are sold for on-site consumption in a communal environment. All vendors within the food hall must be licensed through the State of Florida. The collective sales of all vendors operating within the food hall must contain at least 51% of gross revenue from sales of food and non-alcoholic beverages. Food shall be continuously ready to be prepared, served, and sold during all operational hours, including when alcoholic beverages are sold, otherwise, the use may be a bar or nightclub, which is not eligible for funding under this program. If alcohol is being served at a food hall it must be sold under a 4COP-SFS Alcohol License or 2COP Alcohol License in order to qualify for the program.
3. Restaurants must be locating to or be expanding in the Area. Restaurants that are currently located within the Area that are relocating to another location within the Area or expanding the existing location are eligible for funding only if a restaurant is increasing its space (sq. ft.) by 25% or more based on its current square footage. (see Exhibit A for Area boundaries).
4. The applicant must have at least five (5) years of restaurant or food hall ownership or operations management experience for eligibility.
5. The applicant must meet a minimum number of operating hours that will be specified in the Funding Agreement.

6. Applicants must agree to work with the CRA to open its restaurant during hours in which it would ordinarily be closed in the case of large-scale special events within the Area (e.g. NFL Pro Bowl, Bowl Games).
7. All proposed exterior improvements (please see eligible improvements) must meet the requirements of the Appearance Review Board (ARB) or, if a landmark property is located within a historic preservation district, the Historic Preservation Board (HPB), if applicable, as well as all other City Code requirements. Approvals or Certificates issued by the ARB or HPB do not guarantee approval of any DTO Restaurant Program funding.

C. Eligible Improvements/Items

Tenants applying for funding shall provide written permission from the property owner via a signed Owner's Affidavit. Additionally, funding 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 when the Applicant vacates the space.

Applicants are eligible for the following permanent improvements and are encouraged to make energy-efficient and sustainability-focused improvements or upgrades, such as energy-efficient upgrades, waste reduction, renewable energy, and water conservation improvements.

1. Tenant Improvement:
 - a. Interior electrical or upgrades
 - b. Interior plumbing or upgrades
 - c. Interior HVAC equipment or upgrades
 - d. Interior or exterior lighting
 - e. Interior improvements for ADA compliance
 - f. Exterior signage and awnings
 - g. Fixtures for prep spaces or bars
 - h. Kitchen equipment
 - i. Grease-traps
 - j. Kitchen hoods
 - k. Walk-in cooler or walk-in freezer
 - l. Interior flooring (carpets are ineligible)
 - m. Improvements to outdoor seating areas including permanent outside seating, permanent railings/fencing surrounding outside seating areas, and permanent outside seating fixtures
 - n. Interior drywall
 - o. Windows
 - p. Doors
 - q. Masonry
 - r. Ceiling
 - s. Carpentry
 - t. Interior life safety improvements (firewalls, sprinklers, egress, fire alarm, exit signs, and automatic lights)
 - u. Bathrooms
 - v. Other improvements as approved by the CRA
2. Rent Abatement:
 - a. Rent cost
 - b. Common Area Maintenance (CAM) cost

D. Ineligible Businesses

Properties used for the following purposes: not-for-profit organizations, non-brick and mortar restaurants, nightclubs, bars, and walk up eating and drinking establishments with no onsite seating. government-owned or occupied buildings, church/religious institutions, health and medical industries, tattoo parlors, body piercing and body art shops, adult entertainment facilities, adult-oriented or adult-themed retail businesses, liquor stores, gun shops, or businesses that sell drug paraphernalia are ineligible.

E. Procedures

The procedure for project review is as follows:

1. Pre-Application Meeting

The applicant is required to meet with the DTO Restaurant Program Manager (Manager) who will review the applicant's plans to determine eligibility based on the Program requirements. The Manager will provide the applicant with general guidance as to whether the proposed project is likely to qualify for Program funding and whether the applicant is sufficiently prepared to move forward to apply.

2. Grant Application Submission

Following the pre-application meeting, the Grant application and all attachments must be submitted to the Manager for formal consideration for funding. The application requires the Applicant to submit a Letter of Intent for the lease from the landlord, proposed design, cost estimate/budget for the Tenant Improvements, and a business. Furthermore, the Applicant and property owner must contribute an amount greater than the financial contribution of the CRA as further specified herein.

3. Review Grant Application

Once an eligible application and the supporting documents are received, the Manager shall then conduct the mandatory criminal background check and review the application to ensure that it meets all program eligibility requirements. In making a recommendation to the CRA, the Manager shall ensure compliance with the eligibility requirements and will consider the strength of the operation, budget, and growth plan described in the business plan. The CRA will approve grants at its discretion based on the applicant's lease term, capital investment amount, experience, business plan, store design, and financial capacity.

4. Final Agreement and Construction

If approved for funding, the applicant shall sign the required Funding Agreement with the CRA. Substantial modifications to final plans or change orders to construction documents that produce material changes in the previously approved items will require review and approval of the CRA Executive Director.

The CRA reserves the right to deny a request for reimbursement if the completed improvements substantially deviate from the improvements originally contemplated in the Funding Agreement or if the applicant failed to obtain approval of such deviations from the CRA Executive Director.

5. Construction Approval

Upon completion of construction, grantees shall submit proof of completion and arrange for an on-site inspection by the Manager to ensure that the terms of the Funding Agreement have been met. Discrepancies will be noted and a time frame for their correction will be established as necessary. Upon final approval by the Manager, the grantee will submit a request for reimbursement to the CRA. Payments will be made to Grantee on a reimbursement basis and in accordance with the City's accounting procedures.

6. Disbursements

Funds will be disbursed by a check payable to the grantee (1) upon the issuance of a Certificate of Completion or Occupancy (if required), and (2) upon verification by the Manager that the work was completed as proposed in a satisfactory and professional manner. Funds will not be disbursed on projects that are completed in a manner not in accordance with the approved plans. Before funds will be disbursed, grantees must provide verification, satisfactory to the CRA, of all project costs, including contractor invoicing, lien release and evidence of payment of all expenses, including property owner and tenant matching funds. All Grant funds shall be issued to the grantee on a reimbursement basis only.

Funds will only be dispersed after the following actions occur:

- The Manager verifies that a final lease with an initial lease term of at least three years has been executed
- Applicant has obtained a City of Orlando Business Tax Receipt and Certificate of Use
- Applicant has secured a valid City of Orlando Certificate of Occupancy or Certificate of Completion and Releases of Liens are obtained from any and all contractors/subcontractors involved in making the tenant improvements
- Applicant presents paid invoices and companion bank statements or canceled 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 Funding Agreement
- Applicant is in compliance with other terms of the Funding Agreement

E. Program Terms

Funding is based on budget availability and will be considered on a “first come, first served” basis. Applying **does not** guarantee funding. Applications must be submitted with a detailed proposal of the improvement work, the cost of which is sought to be reimbursed by this Program. Applications will be reviewed for completeness and compliance with program criteria. Projects that do not comply with the Program criteria and conditions will not be eligible for funding. An authorized corporate officer or partners of the applicant’s business must sign the application, in addition to the property owner(s), if the applicant is the tenant. Tenants who are applying for a Grant must supply proof of a lease for the subject property that identifies at least three (3) years remaining in the lease term.

Before consideration for Program funding, the subject property must be free from any liens (except mortgage liens), judgments, or encumbrances (except easements) of any kind, current with all City obligations, and in compliance with all City Code requirements. On a case-by-case basis, the CRA may waive the requirement to be in compliance with City Codes if the proposed improvements are related to achieving code compliance. The CRA reserves the right to contract for a title search and/or ownership and encumbrance report at the CRA’s discretion, the cost of which will be deducted from the Grant funds at the time of disbursement, if Program funding is approved.

All applicants for program funding must submit to a criminal background check, the cost for which will be deducted from the Grant funds at the time of disbursement, if Grant funding is approved. If the applicant is a corporate entity, then the president, director, or manager applying shall submit to a criminal background check. If the entity is a partnership, then all partners must submit to a criminal background check. To be eligible for funding, the applicant must **not** have any of the following: a felony conviction or nolo contendere within the past five (5) years; a felony conviction or nolo contendere for financial economic crimes within the past ten years; or a felony conviction or nolo contendere for violent or heinous crimes (i.e. murder, sexual battery, sexual assault, armed robbery or burglary, carjacking, home-invasion, kidnapping, arson, crimes against children, etc.) in their complete history. If the background check reveals any of the above, the applicant will be rendered ineligible for funding.

Any Grant funding awarded will be based on the lowest of at least three (3) qualified bids obtained and submitted by the applicant. The owner and/or applicant may elect to choose a contractor other than the one with the lowest qualified bid but shall be responsible for all costs exceeding the lowest qualified bid. In all cases, the selected contractor must be licensed and insured. The CRA will not be responsible in any manner for the selection of a contractor. A property owner and/or tenant should pursue all activities necessary to determine contractor qualifications, quality of workmanship, and reputation. The property or business owner will bear full responsibility for reviewing the competence and abilities of prospective contractors and securing proof of their licensing and insurance coverage. If the tenant is unable to receive three (3) qualified bids, the Manager reserves the right to allow for two (2) qualified bids at the tenant’s request.

Program funds will be disbursed in the form of a grant with a limited repayment requirement if the Grantee vacates the property or changes use. To ensure that funds are available, improvements to be made under a Grant must be initiated (secured all necessary permits) within 90 days and completed within one (1) year of the effective date of the Funding Agreement. Extensions may be granted by the Executive Director of the CRA given just cause by the applicant (Example: contractor delays, acts of God, etc.). All Grant funds shall be issued to the

Grantee on a reimbursement basis only.

G. Available Funds

The CRA may from time to time in its sole discretion establish annual funding for the program.

H. Previous Participation in the Retail Stimulus Program

If relocating within the CRA or expanding, the grantee who received funding under the previous Retail Stimulus Program may submit an application three years after the executed Funding Agreement date for funding under the revised DTO Restaurant Program.

I. Disclosures

The CRA expressly reserves the right to reject applications or request additional information from any and all applicants and grantees. The CRA retains the right to deviate from the program guidelines or amend the program guidelines, agreements, and application procedures. The CRA also retains the right to display and advertise properties that receive matching funds under this Grant.

Applicants which applied for funding after June 19, 2023 but prior to adoption of this Program on October 23, 2023, may elect whether to seek funding under the former Retail Stimulus Program or this Program. Funding will only be provided under one program.

J. Controls and Oversight

Throughout the Program and Award process, a number of checks and balances are employed to ensure that the grant investment contributes to the Program goals. 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 to 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 a six (6) month timeframe to another restaurant that would otherwise have qualified under the DTO Restaurant Program. Additionally, if the Applicant vacates the property or changes use, the Manager must be notified.

K. Default

If a default or breach occurs as defined in the Funding Agreement, the Manager will contact the Grant Recipient in an effort to determine the reason for the default. If the 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 restaurant owner of the default and demanding reimbursement of funds paid to the restaurant as of the date of the default within thirty (30) days. The letter will also instruct the restaurant owner to contact the Manager to further discuss the matter. If the restaurant 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 restaurant owner notifying him/her of the date and time of the meeting.

L. 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 restaurant owner. The Default Committee is comprised of the following officials or their designees:

- 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

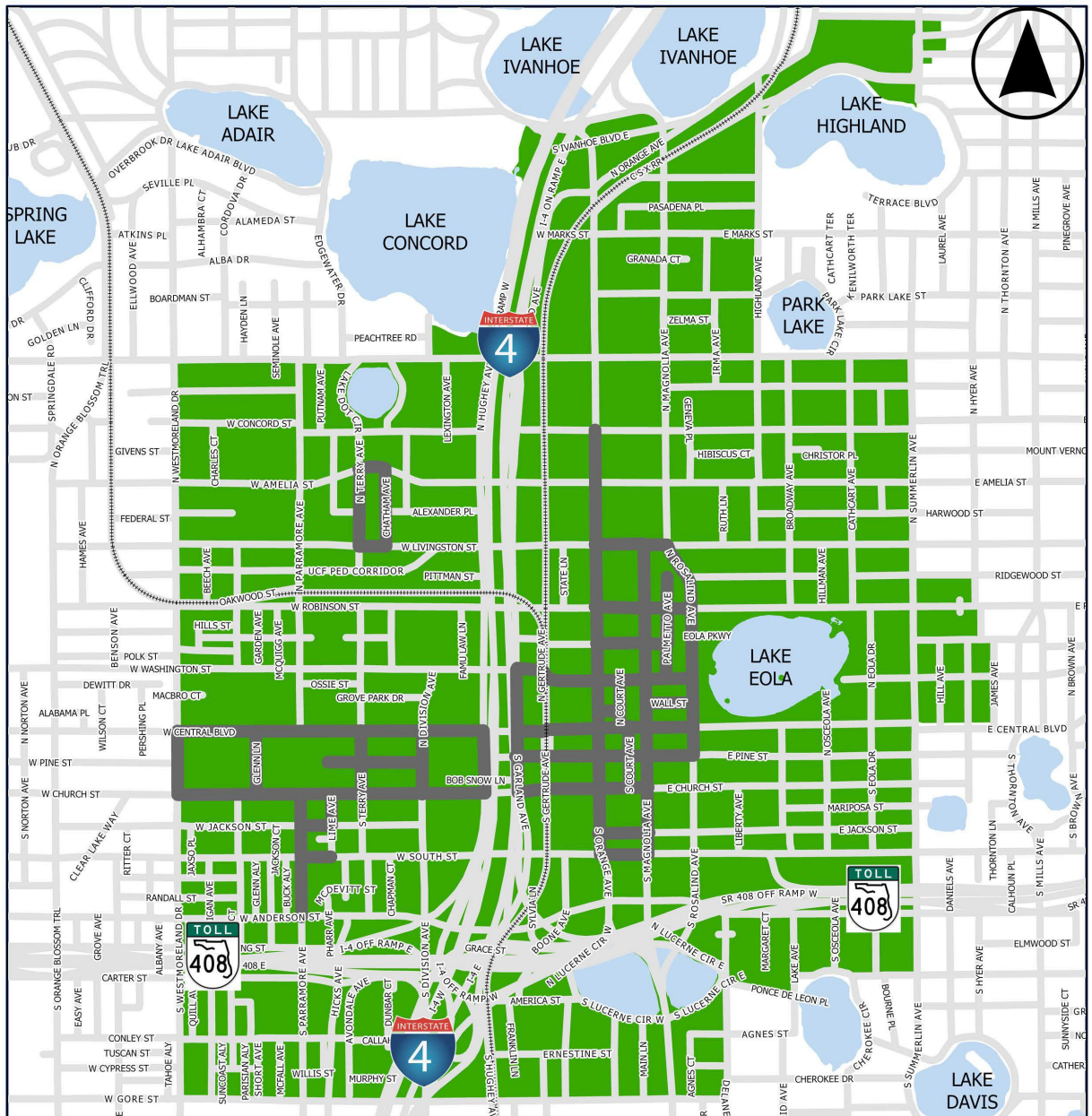
The CRA Executive Director or his/her designee shall chair the Committee. The Manager will be a non-voting member of the Committee. The City Attorney's Office will provide legal counsel and advice to the Committee.

The Committee shall have the authority to do the following: (1) recommend that the City Attorney's Office initiate litigation in the event the restaurant 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 restaurant owner proposes a payment schedule; or (3) decide to write-off the debt entirely. The Committee's decision shall be reported by the CRA Executive Director to the CRA for approval.

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

If the restaurant 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 shall be dismissed once the settlement agreement is approved by the CRA. However, litigation may be reinstated if the restaurant 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.



DTO Restaurant & Retail Programs

 **Focus Area Right-of-ways***

 **DTO Restaurant
DTO Retail**

*Note: Properties fronting or abutting either side of the right-of-way used as identification are potentially eligible for the Focus Areas funding amount.



EXHIBIT “B”

The parcel address is
629 E Central Boulevard, Orlando, Florida 32801
Parcel ID: 25-22-29-8642-00-070

Improvement Description	Estimated Cost
Interior electrical or upgrades	\$0.00
Interior plumbing or upgrades	\$0.00
Interior HVAC equipment or upgrades	\$0.00
Interior or exterior lighting	\$28,500.00
Interior improvements for ADA compliance	\$0.00
Exterior signage and awnings	\$30,933.00
Fixtures for prep spaces or bars	\$8,500.00
Kitchen equipment (Permanent)	\$62,387.30
Grease-traps	\$0.00
Kitchen hoods	\$0.00
Walk-in cooler or walk-in freezer	\$0.00
Flooring (carpets are ineligible)	\$11,067.43
Improvements to outdoor seating areas	\$0.00
Interior drywall	\$8,000.00
Windows	\$0.00
Doors	\$3,000.00
Masonry	\$0.00
Ceiling	\$0.00
Carpentry	\$29,831.00
Interior life safety improvements	\$0.00
Bathrooms	\$6,000.00
Total	\$188,218.73

OSTERIA ESTER
PRIVATE DINING ROOM



Exhibit “C”

Human Trafficking Affidavit

Instruction: “Vendor”, defined as any person or nongovernmental entity seeking to engage in business with the Community Redevelopment Agency of the City of Orlando (“CRA”), must complete the following form.

The undersigned, on behalf of Vendor, hereby attests as follows:

A. Vendor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the CRA from executing, renewing, or extending a contract to entities that use coercion for labor or services, with such terms defined as follows:

- **“Coercion”** means: **(1)** using or threatening to use physical force against any person; **(2)** restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will; **(3)** using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined; **(4)** destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; **(5)** causing or threatening to cause financial harm to any person; **(6)** enticing or luring any person by fraud or deceit; or **(7)** providing a controlled substance as outlined in Schedule I or Schedule II of Section [893.03](#), Florida Statutes, to any person for the purpose of exploitation of that person.
- **“Labor”** means work of economic or financial value.
- **“Services”** means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.

B. Vendor hereby attests, under penalty of perjury, that Vendor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

****Signature on following page****

I, the undersigned, am an officer or representative of the nongovernmental entity named below and hereby represent that I: make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind and make the above attestation on behalf of the Vendor. **Under penalties of perjury, I declare that I have read the forgoing document and that the facts stated in it are true.** Further Affiant sayeth naught.

Vendor: _____

Authorized Signature: _____ **Date:** _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ on behalf of the company/corporation. They ☐ are personally known to me or ☐ have produced _____ as identification.

Signature of Notary Public

Name of Notary Typed, Printed or Stamped
My Commission Expires: _____

DTO Restaurant Program Funding Agreement

Milkshake Factory Downtown Orlando

This AGREEMENT (the “Agreement”) is made and entered into this ____ day of _____, 2025, 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 32801, and, MSFMCO LLC, a Florida limited liability company d/b/a Milkshake Factory Downtown Orlando (hereinafter referred to as “Grantee”), whose address is 595 West Church Street, Suite K, Orlando, Florida 32805 (hereinafter jointly 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 DTO Restaurant Program (the “Program”) in order to encourage property owners and restaurant owners to rehabilitate and revitalize building structures and façades, particularly in certain focus areas within the Area; and

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

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

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

WHEREAS, the Grantee is presently the tenant of certain real property located within the Area, with such property being more particularly described in **Exhibit “B”**, attached hereto and incorporated herein by this reference (“the Property”); and

WHEREAS, Grantee's operation of a full-service restaurant with at least 51% of gross revenue from sales of food and non-alcoholic beverages on the Property qualifies it for the Program; and

WHEREAS, the Grantee desires to enter into an agreement with the CRA providing for the provision of financial assistance for improvements as shown in **Exhibit "B"** ("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 thirty-seven thousand five hundred fifty dollars (\$37,550.00) for reimbursement of the goods and services Grantee acquired for the Improvements to the Property located at 595 West Church Street, Suite K, as set forth in **Exhibit "B"**. The CRA shall also award to the Grantee an amount not to exceed the sum of thirty-three thousand eight hundred sixty-eight and 08/100 dollars (\$33,868.08) for rent abatement. In no event shall the total funding to Grantee under this Agreement exceed seventy one thousand four hundred eighteen and 08/100 dollars (\$71,418.08).

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 Grantee's entering into a lease for the Property extending at least through the end of the Term of this Agreement and upon completion of the work and proof shown that Grantee has in fact paid for Improvements 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 of the Improvements 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 reserves the right to deny a request for reimbursement if the completed Improvements made to the Property substantially deviate from the Improvements originally contemplated in the Program Manager's approval and this Agreement, and the Grantee failed to obtain approval of such deviations from the Program Manager.

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

4. Use of Funds. Grantee shall use the funds for eligible improvements as set forth in the Program's guidelines and this Agreement 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, 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 within ninety (90) days of the Execution Date hereof and completed within one (1) year after the Effective Date hereof ("Project Completion Deadline") unless the Executive Director of the CRA has granted, at his or her discretion, an extension of time to the Grantee prior to the expiration of the Project Completion Deadline. Should the Project not be completed by the Project Completion Deadline (or Executive Director approved extended date made pursuant to the terms hereof), this Agreement shall be deemed automatically terminated upon the date which is one year from the Effective Date. 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.

7. Records and Reporting.

- a. 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.
- b. At the end of each calendar year or portion thereof during the Term, Grantee shall submit an Annual Financial Report to the CRA's Division Fiscal Manager at the address in Section 28 below showing evidence of Grantee's operation as a restaurant and specifically showing gross

revenue from sales of food and non-alcoholic beverages for such year. The Annual Report shall be reviewed and certified (name, signature and license number included) by a third-party Certified Public Accountant (CPA) prior to submittal to the CRA and shall be submitted to the CRA with such certification no later than March 1 of the calendar year following the applicable year. Grantee shall be required to re-pay to the CRA the prorated portion of the Funding, as set forth in Section 2 above, for any year in which less than 51% of the gross revenue is from sales of food and non-alcoholic beverage or for calendar years in which Grantee fails to submit a complete and certified Annual Financial Report by March 1.

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

- a. The Grantee shall be responsible for obtaining all governmental approvals and permits required for the Improvements and operation of the specified use and 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. Grantee shall operate a full-service restaurant open a minimum of 10 hours daily, serving lunch and dinner, with at least 51% of gross revenue from sales of food and non-alcoholic beverages on the Property; however, Grantee shall not seek to obtain an AMS permit to sell alcohol after midnight nor sell alcohol after midnight; and
- c. The Grantee shall maintain occupancy at the Property pursuant to a valid lease for a minimum of three (3) years from the Effective Date of the Agreement.

9. Default. The following shall constitute an Event of Default 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; or
- b. The Grantee's abandonment of the Property for any reason; or

- c. Grantee not maintaining at least at least 51% of gross revenue from sales of food and non-alcoholic beverages as evidenced by the required reporting in Section 7b. above; or
- d. Grantee seeking to obtain an AMS permit to sell alcohol after midnight or selling alcohol after midnight; or
- e. Demolition or removal of the completed Improvements for any reason without prior approval from the CRA, which shall not be unreasonably withheld; or
- f. The Grantee or the Property incurs a code enforcement lien; or
- g. 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 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. Grantee shall release, indemnify, defend, and hold harmless the CRA, its elected officials, 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, resulting from, or related to 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: 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 \$1,000,000 Combined Single Limit (CSL) per occurrence for bodily injury and property damage.
- b. Worker's Compensation Coverage: The Grantee shall provide Worker's Compensation coverage for all employees in accordance with Florida law, 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. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

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

- a. If to the CRA: Community Redevelopment Agency
Orlando City Hall
400 S. Orange Avenue
Orlando, Florida 32801
(with a copy to City Attorney's Office)
- b. If to the Grantee: MSFMCO LLC
10524 Moss Park Road
Suite 204, PMB#634
Orlando, Florida 32832

28. 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.

29. No Material Interest. Grantee certifies that no officer or employee of the CRA, nor their spouse or child, serves as an officer, partner, director or proprietor of, no has a material interest in Grantee.

30. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same instrument.

31. Human Trafficking Affidavit. Grantee hereby represents, warrants, and certifies that Grantee does not use coercion for labor or services as defines in Section 787.06 Florida Statutes and that Grantee has provided the Human Trafficking Affidavit attached hereto as Exhibit "C".

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

33. Term. Unless terminated earlier pursuant to the terms hereof, 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]

MSFMCO 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 _____, 2025, who is the _____ of MSFMCO 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: _____

**COMMUNITY REDEVELOPMENT
AGENCY**

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.

_____, 2025

Chief Assistant City Attorney
Orlando, Florida

EXHIBIT “A”
Program Guidelines

DTO Restaurant Program

A. Program Introduction/Goals

Restaurants are vital for urban environments as they drive economic growth, create jobs, foster a vibrant atmosphere, provide community gathering spaces, and contribute to urban revitalization. The presence of diverse and thriving restaurants can transform downtowns into dynamic and prosperous centers that benefit residents, visitors, and the local economy. Conversely, vacant spaces contribute to the spread of blight within downtown areas. The intent of the DTO Restaurant Program (Program) is to activate spaces within the Downtown Orlando Community Redevelopment Area (Area) and establish the Area within Downtown Orlando as a foodie destination, to attract locals and visitors to visit downtown Orlando as well as attract new restaurants and encourage expansion of existing restaurants by reimbursing costs associated with interior buildout and rent of a newly leased property.

Additionally, it is standard practice in the commercial real estate industry for property owners to provide a tenant improvement allowance towards the construction of a newly leased premise. Often, the amount of the tenant improvement allowance becomes the determining factor in a restaurant's decision to enter into a lease for a specific property. The Program seeks to make downtown properties financially competitive to properties further from the city center by supplementing the funding available for tenant improvements to eligible properties within the Area.

This investment in restaurants in the Area helps to accomplish the Community Redevelopment Agency's (CRA) Downtown Community Redevelopment Area Plan (DTOutlook) goals, including:

- Filling vacant retail spaces within the Area in order to prevent the spread of blight within the Area
- Promoting uses that activate storefronts throughout the day, helping to eliminate "dead zones"
- Supporting renovations and adaptive reuse of existing buildings
- Attracting employers and retailers to downtown Orlando
- Supporting incentives for restaurant and retail location and expansion within the CRA
- Supporting retail/restaurant development through incentive programs and other strategies to reduce barriers to entry in the downtown market

B. Program Structure

1. Building Owner/Tenant Investment Requirement:
 - a. For tenant improvement reimbursement funding, the CRA will match dollar for dollar based on the amount the building owner invests in tenant improvements up to a maximum amount based on the square footage requirements set forth in subsection 2 below. Such matching funding by the building owner and tenant is an eligibility requirement for receiving funding under sections 2 a, b, c, or d Below.
 - b. The tenant must be investing at least 10% of the eligible tenant improvement costs.
 - c. If the total contribution from the building owner's investment, the CRA and the applicant's required contribution of at least 10% of the eligible tenant improvement costs equals more than the cost of the build-out associated with the program's eligible items, the CRA will only cover the difference between the building and restaurant owner's contribution and eligible build-out costs.
2. Funding Eligibility:
 - a. Full-service restaurants located within a Focus Area (see Exhibit A) are eligible to receive up to \$100 per square foot with a not-to-exceed funding amount of \$400,000 for reimbursement of costs of eligible tenant improvements.
 - i. Full-service restaurants refer to a type of restaurant where customers are seated at tables and fully served by waitstaff at all hours during which the restaurant is open.
 - ii. "Focus Area" is defined as a property fronting or abutting either side of the rights-of-way shown on Exhibit A.
 - b. Food halls, located within a Focus Area (see Exhibit A) are eligible to receive up to \$75 per square foot with a not-to-exceed funding amount of \$400,000 for reimbursement of costs of eligible tenant improvements.
 - i. To be eligible for funding under the Program, a food hall must house at least seven (7) separate food and beverage vendor spaces.
 - ii. "Focus Area" is defined as a property fronting or abutting either side of the rights-of-way shown on Exhibit A.

- c. Non-full-service restaurants within a Focus Area (see Exhibit A) are eligible to receive up to \$50 per square foot with a not to exceed funding amount of \$100,000 for reimbursement of costs of eligible tenant improvements based on the square foot requirements shown in Additional Information below.
 - i. Non-full-service restaurants refer to all other types of restaurants where customers are not seated and not served by waitstaff.
 - ii. "Focus Area" is defined as a property fronting or abutting either side of the rights-of-way shown on Exhibit A.
- d. All food service restaurants including full-service and non-full-service restaurants, as well as food halls, that are not located in a Focus Area are eligible to receive up to \$25 per square foot with a not to exceed funding amount of \$100,000 for reimbursement of costs of eligible tenant improvements based on the square foot requirements.
- e. Restaurants or food halls that will be adding or making improvements to outdoor seating areas are eligible to receive an additional \$5 per square foot of the outside seating areas with an additional not-to-exceed funding amount of \$25,000 for reimbursement of costs of eligible tenant improvements within the outdoor seating area.
- f. If the building owner does not invest in tenant improvements or if the business is a franchise, the tenant would be eligible to receive up to \$25 per square foot with a not-to-exceed funding amount of \$75,000 for reimbursement of costs of eligible tenant improvements based on the square foot requirements.
- g. All qualifying restaurants and food halls are generally eligible to receive up to \$25,000 to assist with Rent costs and Common Area Maintenance (CAM) costs incurred during the first year of the term of the Funding Agreement.
 - i. Rent abatement payments are to be made quarterly on a reimbursement basis. (Example: A restaurant outside a Focus Area that has \$4,000 a month rental cost would qualify for \$25,000 would receive up to \$6,250 a quarter).
- h. All qualifying restaurants and food halls located within Focus Areas are generally eligible to receive up to \$50,000 for reimbursement of rental costs incurred during the first year of the term of the Funding Agreement.
 - i. Rent abatement payments are to be made quarterly on a reimbursement basis. (Example: A restaurant within a Focus Area that has a \$4,000 a month rental cost would qualify for \$48,000 and would receive \$12,000 a quarter).

Additional Information

1. A restaurant is defined as a commercial establishment that is open to the public where food and drink are prepared for on-site consumption. Take-out or meal delivery may occur but a majority of consumption must occur onsite. Restaurants must be licensed through the State of Florida and derive at least 51% of gross revenue from sales of food and non-alcoholic beverages. Food shall be continuously ready to be prepared, served, and sold during all restaurant operational hours, including when alcoholic beverages are sold, otherwise, the use may be a bar or nightclub, which is not eligible for funding under this program. Additionally, if serving alcohol, a restaurant must operate under a 4COP-SFS Alcohol License (or 2COP if not eligible for SFS due to square footage requirements) in order to qualify for the incentive.
2. A food hall is defined as a cafeteria like dining setting with multiple eating establishments housed together in an area open to the public and where food and drinks are sold for on-site consumption in a communal environment. All vendors within the food hall must be licensed through the State of Florida. The collective sales of all vendors operating within the food hall must contain at least 51% of gross revenue from sales of food and non-alcoholic beverages. Food shall be continuously ready to be prepared, served, and sold during all operational hours, including when alcoholic beverages are sold, otherwise, the use may be a bar or nightclub, which is not eligible for funding under this program. If alcohol is being served at a food hall it must be sold under a 4COP-SFS Alcohol License or 2COP Alcohol License in order to qualify for the program.
3. Restaurants must be locating to or be expanding in the Area. Restaurants that are currently located within the Area that are relocating to another location within the Area or expanding the existing location are eligible for funding only if a restaurant is increasing its space (sq. ft.) by 25% or more based on its current square footage. (see Exhibit A for Area boundaries).
4. The applicant must have at least five (5) years of restaurant or food hall ownership or operations management experience for eligibility.
5. The applicant must meet a minimum number of operating hours that will be specified in the Funding Agreement.

6. Applicants must agree to work with the CRA to open its restaurant during hours in which it would ordinarily be closed in the case of large-scale special events within the Area (e.g. NFL Pro Bowl, Bowl Games).
7. All proposed exterior improvements (please see eligible improvements) must meet the requirements of the Appearance Review Board (ARB) or, if a landmark property is located within a historic preservation district, the Historic Preservation Board (HPB), if applicable, as well as all other City Code requirements. Approvals or Certificates issued by the ARB or HPB do not guarantee approval of any DTO Restaurant Program funding.

C. Eligible Improvements/Items

Tenants applying for funding shall provide written permission from the property owner via a signed Owner's Affidavit. Additionally, funding 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 when the Applicant vacates the space.

Applicants are eligible for the following permanent improvements and are encouraged to make energy-efficient and sustainability-focused improvements or upgrades, such as energy-efficient upgrades, waste reduction, renewable energy, and water conservation improvements.

1. Tenant Improvement:
 - a. Interior electrical or upgrades
 - b. Interior plumbing or upgrades
 - c. Interior HVAC equipment or upgrades
 - d. Interior or exterior lighting
 - e. Interior improvements for ADA compliance
 - f. Exterior signage and awnings
 - g. Fixtures for prep spaces or bars
 - h. Kitchen equipment
 - i. Grease-traps
 - j. Kitchen hoods
 - k. Walk-in cooler or walk-in freezer
 - l. Interior flooring (carpets are ineligible)
 - m. Improvements to outdoor seating areas including permanent outside seating, permanent railings/fencing surrounding outside seating areas, and permanent outside seating fixtures
 - n. Interior drywall
 - o. Windows
 - p. Doors
 - q. Masonry
 - r. Ceiling
 - s. Carpentry
 - t. Interior life safety improvements (firewalls, sprinklers, egress, fire alarm, exit signs, and automatic lights)
 - u. Bathrooms
 - v. Other improvements as approved by the CRA
2. Rent Abatement:
 - a. Rent cost
 - b. Common Area Maintenance (CAM) cost

D. Ineligible Businesses

Properties used for the following purposes: not-for-profit organizations, non-brick and mortar restaurants, nightclubs, bars, and walk up eating and drinking establishments with no onsite seating. government-owned or occupied buildings, church/religious institutions, health and medical industries, tattoo parlors, body piercing and body art shops, adult entertainment facilities, adult-oriented or adult-themed retail businesses, liquor stores, gun shops, or businesses that sell drug paraphernalia are ineligible.

E. Procedures

The procedure for project review is as follows:

1. Pre-Application Meeting

The applicant is required to meet with the DTO Restaurant Program Manager (Manager) who will review the applicant's plans to determine eligibility based on the Program requirements. The Manager will provide the applicant with general guidance as to whether the proposed project is likely to qualify for Program funding and whether the applicant is sufficiently prepared to move forward to apply.

2. Grant Application Submission

Following the pre-application meeting, the Grant application and all attachments must be submitted to the Manager for formal consideration for funding. The application requires the Applicant to submit a Letter of Intent for the lease from the landlord, proposed design, cost estimate/budget for the Tenant Improvements, and a business. Furthermore, the Applicant and property owner must contribute an amount greater than the financial contribution of the CRA as further specified herein.

3. Review Grant Application

Once an eligible application and the supporting documents are received, the Manager shall then conduct the mandatory criminal background check and review the application to ensure that it meets all program eligibility requirements. In making a recommendation to the CRA, the Manager shall ensure compliance with the eligibility requirements and will consider the strength of the operation, budget, and growth plan described in the business plan. The CRA will approve grants at its discretion based on the applicant's lease term, capital investment amount, experience, business plan, store design, and financial capacity.

4. Final Agreement and Construction

If approved for funding, the applicant shall sign the required Funding Agreement with the CRA. Substantial modifications to final plans or change orders to construction documents that produce material changes in the previously approved items will require review and approval of the CRA Executive Director.

The CRA reserves the right to deny a request for reimbursement if the completed improvements substantially deviate from the improvements originally contemplated in the Funding Agreement or if the applicant failed to obtain approval of such deviations from the CRA Executive Director.

5. Construction Approval

Upon completion of construction, grantees shall submit proof of completion and arrange for an on-site inspection by the Manager to ensure that the terms of the Funding Agreement have been met. Discrepancies will be noted and a time frame for their correction will be established as necessary. Upon final approval by the Manager, the grantee will submit a request for reimbursement to the CRA. Payments will be made to Grantee on a reimbursement basis and in accordance with the City's accounting procedures.

6. Disbursements

Funds will be disbursed by a check payable to the grantee (1) upon the issuance of a Certificate of Completion or Occupancy (if required), and (2) upon verification by the Manager that the work was completed as proposed in a satisfactory and professional manner. Funds will not be disbursed on projects that are completed in a manner not in accordance with the approved plans. Before funds will be disbursed, grantees must provide verification, satisfactory to the CRA, of all project costs, including contractor invoicing, lien release and evidence of payment of all expenses, including property owner and tenant matching funds. All Grant funds shall be issued to the grantee on a reimbursement basis only.

Funds will only be dispersed after the following actions occur:

- The Manager verifies that a final lease with an initial lease term of at least three years has been executed
- Applicant has obtained a City of Orlando Business Tax Receipt and Certificate of Use
- Applicant has secured a valid City of Orlando Certificate of Occupancy or Certificate of Completion and Releases of Liens are obtained from any and all contractors/subcontractors involved in making the tenant improvements
- Applicant presents paid invoices and companion bank statements or canceled 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 Funding Agreement
- Applicant is in compliance with other terms of the Funding Agreement

E. Program Terms

Funding is based on budget availability and will be considered on a “first come, first served” basis. Applying **does not** guarantee funding. Applications must be submitted with a detailed proposal of the improvement work, the cost of which is sought to be reimbursed by this Program. Applications will be reviewed for completeness and compliance with program criteria. Projects that do not comply with the Program criteria and conditions will not be eligible for funding. An authorized corporate officer or partners of the applicant’s business must sign the application, in addition to the property owner(s), if the applicant is the tenant. Tenants who are applying for a Grant must supply proof of a lease for the subject property that identifies at least three (3) years remaining in the lease term.

Before consideration for Program funding, the subject property must be free from any liens (except mortgage liens), judgments, or encumbrances (except easements) of any kind, current with all City obligations, and in compliance with all City Code requirements. On a case-by-case basis, the CRA may waive the requirement to be in compliance with City Codes if the proposed improvements are related to achieving code compliance. The CRA reserves the right to contract for a title search and/or ownership and encumbrance report at the CRA’s discretion, the cost for which will be deducted from the Grant funds at the time of disbursement, if Program funding is approved.

All applicants for program funding must submit to a criminal background check, the cost for which will be deducted from the Grant funds at the time of disbursement, if Grant funding is approved. If the applicant is a corporate entity, then the president, director, or manager applying shall submit to a criminal background check. If the entity is a partnership, then all partners must submit to a criminal background check. To be eligible for funding, the applicant must **not** have any of the following: a felony conviction or nolo contendere within the past five (5) years; a felony conviction or nolo contendere for financial economic crimes within the past ten years; or a felony conviction or nolo contendere for violent or heinous crimes (i.e. murder, sexual battery, sexual assault, armed robbery or burglary, carjacking, home-invasion, kidnapping, arson, crimes against children, etc.) in their complete history. If the background check reveals any of the above, the applicant will be rendered ineligible for funding.

Any Grant funding awarded will be based on the lowest of at least three (3) qualified bids obtained and submitted by the applicant. The owner and/or applicant may elect to choose a contractor other than the one with the lowest qualified bid but shall be responsible for all costs exceeding the lowest qualified bid. In all cases, the selected contractor must be licensed and insured. The CRA will not be responsible in any manner for the selection of a contractor. A property owner and/or tenant should pursue all activities necessary to determine contractor qualifications, quality of workmanship, and reputation. The property or business owner will bear full responsibility for reviewing the competence and abilities of prospective contractors and securing proof of their licensing and insurance coverage. If the tenant is unable to receive three (3) qualified bids, the Manager reserves the right to allow for two (2) qualified bids at the tenant’s request.

Program funds will be disbursed in the form of a grant with a limited repayment requirement if the Grantee vacates the property or changes use. To ensure that funds are available, improvements to be made under a Grant must be initiated (secured all necessary permits) within 90 days and completed within one (1) year of the effective date of the Funding Agreement. Extensions may be granted by the Executive Director of the CRA given just cause by the applicant (Example: contractor delays, acts of God, etc.). All Grant funds shall be issued to the

Grantee on a reimbursement basis only.

G. Available Funds

The CRA may from time to time in its sole discretion establish annual funding for the program.

H. Previous Participation in the Retail Stimulus Program

If relocating within the CRA or expanding, the grantee who received funding under the previous Retail Stimulus Program may submit an application three years after the executed Funding Agreement date for funding under the revised DTO Restaurant Program.

I. Disclosures

The CRA expressly reserves the right to reject applications or request additional information from any and all applicants and grantees. The CRA retains the right to deviate from the program guidelines or amend the program guidelines, agreements, and application procedures. The CRA also retains the right to display and advertise properties that receive matching funds under this Grant.

Applicants which applied for funding after June 19, 2023 but prior to adoption of this Program on October 23, 2023, may elect whether to seek funding under the former Retail Stimulus Program or this Program. Funding will only be provided under one program.

J. Controls and Oversight

Throughout the Program and Award process, a number of checks and balances are employed to ensure that the grant investment contributes to the Program goals. 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 to 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 a six (6) month timeframe to another restaurant that would otherwise have qualified under the DTO Restaurant Program. Additionally, if the Applicant vacates the property or changes use, the Manager must be notified.

K. Default

If a default or breach occurs as defined in the Funding Agreement, the Manager will contact the Grant Recipient in an effort to determine the reason for the default. If the 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 restaurant owner of the default and demanding reimbursement of funds paid to the restaurant as of the date of the default within thirty (30) days. The letter will also instruct the restaurant owner to contact the Manager to further discuss the matter. If the restaurant 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 restaurant owner notifying him/her of the date and time of the meeting.

L. 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 restaurant owner. The Default Committee is comprised of the following officials or their designees:

- 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 CRA Executive Director or his/her designee shall chair the Committee. The 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 restaurant 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 restaurant owner proposes a payment schedule; or (3) decide to write-off the debt entirely. The Committee's decision shall be reported by the CRA Executive Director to the CRA for approval.

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

If the restaurant 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 shall be dismissed once the settlement agreement is approved by the CRA. However, litigation may be reinstated if the restaurant 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”

The parcel address is
595 W. Church Street, Orlando, Florida 32805
Parcel ID: 262229374300010

Improvements include:

Interior Electrical upgrades	\$27,000.00
Interior Plumbing upgrades	\$28,000.00
Interior life safety improvements	\$12,000.00
Interior HVAC equipment and system upgrades	\$28,600.00
Interior lighting	\$10,000.00
Interior improvements for ADA compliance	\$15,000.00
Fixtures for prep space	\$10,000.00
Kitchen equipment	\$30,000.00
Grease Traps	\$8,000.00
Interior Drywall	\$6,000.00
Flooring	\$20,000.00
Doors	\$3,500.00
Ceiling	\$3,000.00
Carpentry	\$20,000.00
Bathrooms	\$45,000.00
Walk In Cooler	\$6,000.00
Total Bid Estimate	\$286,500.00

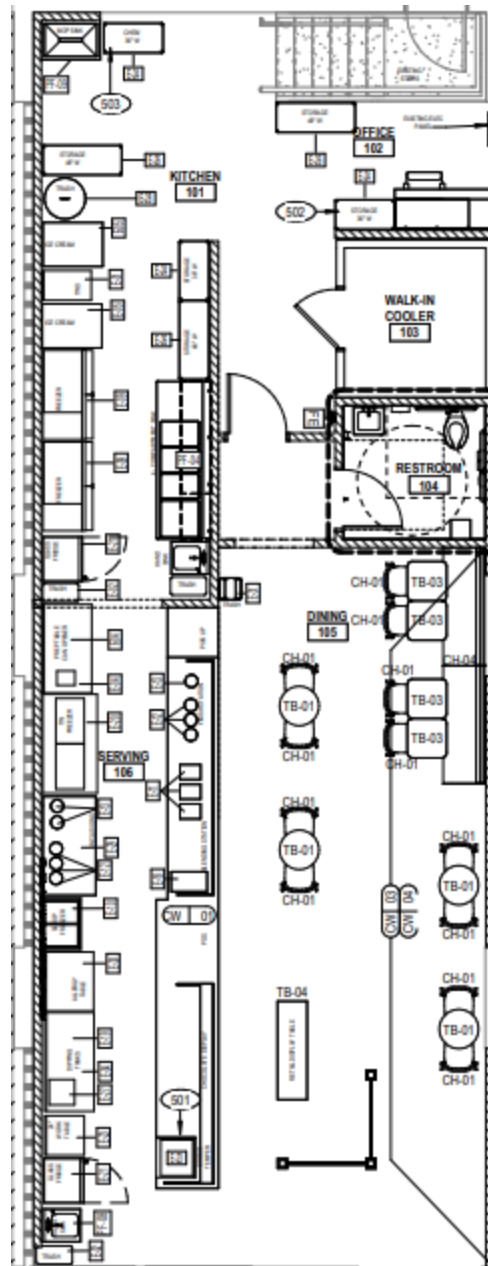




Exhibit “C”

Human Trafficking Affidavit

Instruction: “Vendor”, defined as any person or nongovernmental entity seeking to engage in business with the Community Redevelopment Agency of the City of Orlando (“CRA”), must complete the following form.

The undersigned, on behalf of Vendor, hereby attests as follows:

A. Vendor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the CRA from executing, renewing, or extending a contract to entities that use coercion for labor or services, with such terms defined as follows:

- **“Coercion”** means: **(1)** using or threatening to use physical force against any person; **(2)** restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will; **(3)** using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined; **(4)** destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; **(5)** causing or threatening to cause financial harm to any person; **(6)** enticing or luring any person by fraud or deceit; or **(7)** providing a controlled substance as outlined in Schedule I or Schedule II of Section [893.03](#), Florida Statutes, to any person for the purpose of exploitation of that person.
- **“Labor”** means work of economic or financial value.
- **“Services”** means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.

B. Vendor hereby attests, under penalty of perjury, that Vendor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

****Signature on following page****

I, the undersigned, am an officer or representative of the nongovernmental entity named below and hereby represent that I: make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind and make the above attestation on behalf of the Vendor. **Under penalties of perjury, I declare that I have read the forgoing document and that the facts stated in it are true.** Further Affiant sayeth naught.

Vendor: _____

Authorized Signature: _____ **Date:** _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ on behalf of the company/corporation. They ☐ are personally known to me or ☐ have produced _____ as identification.

Signature of Notary Public

Name of Notary Typed, Printed or Stamped
My Commission Expires: _____