FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY
EMERGENCY BUSINESS INVESTMENT PROGRAM
LOAN AGREEMENT

This Loan Agreement is entered into by and between the Fort Lauderdale Community Redevelopment Agency, a public body corporate and politic of the State of Florida created pursuant to Part III, Chapter 163, Florida Statutes (the "CRA") Eddie's Collision Center (the "Company" or "Borrower") whose principal place of business is located at 715 NW 8th Street Fort Lauderdale, FL 33311.

RECITALS

A. WHEREAS, pursuant to Chapter 163, Part III of the Florida Statutes, the Community Redevelopment Plan for the Middle River – South Middle River – Sunrise Boulevard Community Redevelopment Area now known as Central City Community Redevelopment Plan was adopted in 2012 under Resolution No. 12-02 (the 'Central City Plan"); and

B. WHEREAS, pursuant to Chapter 163, Part III of the Florida Statutes, the Community Redevelopment Plan for the Northwest-Progresso-Flagler Heights Community Redevelopment Area was adopted in 1995 under Resolution No. 95-170 (the 'NWPFH Plan") and subsequently amended; and

C. WHEREAS, the Central City Plan and the NWPFH Plans are designed in part to stimulate commercial development, support retention of businesses and create employment opportunities; and

D. WHEREAS, the impact of the COVID-19 pandemic and the ensuring regulations promulgated by federal, state, county and local authorities to protect the health and safety of the public affects the viability of and creates economic stress for small businesses; and

E. WHEREAS, in response to the COVID-19 pandemic, the CRA seeks to create a business incentive to stabilize small businesses by providing working capital for short term needs; and

F. WHEREAS, on June 16, 2020, the Board of Commissioners of the Fort Lauderdale Community Redevelopment Agency adopted and approved underwriting and eligibility guidelines and criteria (the "Program Guidelines") for the Fort Lauderdale Emergency Business Investment Program (the "Program"), which program provide business loans to qualified businesses in an amount not to exceed Ten Thousand and No/100 Dollars ($10,000).

ARTICLE 1 - TERMS

NOW THEREFORE, the parties hereto agree as follows:

1.1 **TERM**. The CRA shall provide a forgivable loan to the Company in an amount as set forth in the Note but shall not exceed Ten Thousand and No/100 Dollars (the "Forgivable Loan") subject to the terms and conditions set forth herein and in the Note. Interest shall accrue on the loan at zero (0%) percent, except in the event of default in which case, interest shall accrue at the maximum rate permitted by law. The proceeds of the loan shall only be used for eligible uses described in the Program. In addition to other terms and conditions, the Borrower shall continue its business operations for a minimum of two years from the date of the Note. If not, then the loan shall be due in full upon an Event of Default, as defined below, including, without limitation, termination or cessation of business operations during the term of the loan.

1.2 **Borrower's Representations, Certifications, Warranties and Covenants**. The Borrower hereby certifies, represent, warrants and covenants to the CRA as follows;

(a). The application completed by the Borrower and submitted to the CRA along with all supporting documentation is true, correct and complete and no misstatement or misrepresentation of material fact are contained in the materials provided to the CRA.

(b). The proceeds of the Forgivable Loan shall be used only for eligible uses under the Fort Lauderdale Emergency Business Investment Program adopted by the CRA Board of Commissioners on June 16, 2020 and shall not be used for personal or consumer purposes.

(c). The Borrower has reviewed the Program Guidelines and, in all respects, shall comply with the terms thereof during the term of the loan.

(d). During the term of the loan, the Borrower shall not use the proceeds of the loan for personal or capital improvements or to issue dividends or repay any loans to the Company from the shareholders, members, affiliates or principals of the Company.

(e). The Borrower is not engaged in any illegal activity under any federal, state or local law.

(f). The Borrower meets all eligibility criteria under the Program Guidelines.

(g). Borrower has not received any other assistance from any other federal, state, local or private source.

(h). The Borrower is in good standing in the state of incorporation and is duly qualified to conduct its business in such state where qualification is necessary.

(i). The Agreement and the Note have been duly authorized, executed and delivered by Borrower to the CRA.

(j). The person executing the instruments on behalf of the Borrower is duly authorized and has the power and authority to enter into a binding agreement

on behalf of the Borrower and as such, the documents are valid, binding and enforceable against the Borrower.

(k). The execution, delivery and performance of this Loan Agreement and Note and consummation of the transaction herein will not (1) violate any law applicable to the Borrower, (2) violate or result in the breach of any material agreement to which Borrower is a party nor (3) violate Borrower's charter, bylaws, articles of incorporation, operating agreement or other similar formation or governing documents. No consent, approval, license or permit or other authorization of any third party or any governmental body or officer is required for the valid and lawful execution and delivery of the instruments related to this loan.

(l). Borrower represents that Borrower is not subject to any material claim, dispute or litigation which has not been previously disclosed to the CRA.

(m). The principals of Borrower shall not sell, transfer or convey its interest in the Company or the assets of the business without the CRA's consent.

(n). The Borrower agrees to submit to the CRA not more than 45 days nor less than 30 days after the term of the Loan a statement certifying that it is in compliance with the Program and in particular, its business has been in continuous operations from the date of the Note, The certified statement shall include such additional information, documentation and/or records as the CRA may require.

ARTICLE 2 - EVENTS OF DEFAULT, REMEDIES & OFFSET

The occurrence of any of the following shall constitute an Event of Default:

2.1 The Borrower shall fail to perform or comply with any provision of this Agreement, the Note and Program Guidelines and such failure is a material breach or violation of the Program Guidelines as determined by the CRA in its sole discretion.

2.2 The Borrower breaches or violates the certifications, representations, covenants or warranties contained in this Agreement or if the representations are untrue or misstate a material fact.

2.3 The Borrower uses the proceeds of the loan for an ineligible use.

2.4 The Borrower fails to operate the business in a continuous fashion for two (2) years from the date of the Note.

2.5 The Borrower's failure to disclose a material fact or misstatement or omission of a material fact in its application and supporting materials provided to the CRA.

2.6 Borrower failure to pay as and when it comes due all principal amount plus interest owed under the loan.

2.7 The Borrower sells or otherwise transfers its interest in the business or the assets of the business prior to the expiration of the two (2) year term as described in this Agreement. If any Event of Default shall occur and be continuing for a period of five (5) days after notice of such Event of Default has been given to the Borrower, then the CRA may declare the outstanding unpaid principal balance of the Forgivable Loan to be forthwith due and payable, whereupon the Forgivable Loan shall immediately become due and payable, in each case without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived, anything in this Agreement to the contrary notwithstanding. Notice by the CRA shall be given at the address of Borrower stated in the preamble.

2.8 Audit. The CRA shall have the right to audit the books, records, and accounts of Borrower that are related to this transaction. Borrower shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Borrower shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Borrower shall make same available at no cost to CRA in written form. Borrower shall preserve and make available, at reasonable times for examination and audit by CRA in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by CRA to be applicable, Borrower shall comply with all requirements thereof; however, Borrower shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CRA disallowance and recovery of any payment upon such entry. The Borrower shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract.

2.9 Public Records. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Chapter 119, Florida Statutes, as same may be amended from time to time and any resultant award of attorney's fees for non-compliance with that law. Borrower shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law and as to Borrower for the duration of the Agreement. If Borrower has questions regarding the application of Chapter 119, Florida Statutes, to Borrower's duty to provide public records relating to its contract, contact the CRA's custodian of public records by telephone at 954-828-5002 or by e-mail at PRRCONTRACT@FORTLAUDERDALE.GOV or by mail at 100 North Andrews Avenue, Fort Lauderdale, FL 33301 Attention: Custodian of Public Records.

2.10 Not A General Obligation. Neither this Agreement nor the obligations imposed upon the CRA hereunder shall be or constitute an indebtedness or general obligation of the CRA or other governmental authority within the meaning of any constitutional, statutory or charter provisions requiring the CRA or other governmental authority to levy ad valorem taxes nor a lien upon any properties or funds of the Agency or other governmental authority. The Borrower agrees that the obligation of the CRA to make any payments by the CRA to the Borrower pursuant to this Agreement shall be subordinate to the obligations of the CRA to pay debt service on any bonds or debt issued or to be issued by the CRA and to general and administrative expenses and overhead of the CRA.

ARTICLE 3 - MISCELLANEOUS PROVISIONS

3.1 This Agreement may not be amended or assigned by either party without the written consent of the other party.

3.2 This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

3.3 This Agreement shall be deemed to be a contract made under the laws of the State of Florida and for all purposes shall be governed by and construed in accordance with laws of the State of Florida. Venue for any legal proceedings shall lie in Broward County, Florida, 17th Judicial Circuit.

3.4 This Agreement shall remain in full force and effect during the time period (the "Term") commencing with the date first written above and termination upon compliance with the Program Guidelines.

3.5 In the event of litigation to enforce this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs including through the appellate level and bankruptcy.

The CRA and the Company have caused this Agreement to be signed, in their names and on their behalf by their duly authorized officers, as of the dates set forth below.

WITNESSES:

FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY, a special district created pursuant to Chapter 163,Part III, Florida Statutes

Aimee Llaura
Print Name

Donna Varisco
Print Name

By _____
Christopher J. Lagerbloom, ICMA–CM
Executive Director

Date: September 14, 2020

ATTEST:

Jeffrey A. Modarelli, CRA Secretary

APPROVED AS TO FORM:
Alain E. Boileau, General Counsel

Lynn Solomon, Assistant General Counsel

WITNESSES:

Janelle Addley

Janelle Addley

Print Name

Thomasina Turner Diggs

Print Name

Eddies Collision Centre

COMPANY

By Edward Walter

Title: Owner

Date: 9-2-20

PROMISSORY NOTE

MAXIMUM PRINCIPAL AMOUNT: $ 10,000

Interest Rate: 0%, except in the event of default
Dated: September 2, 2020
Fort Lauderdale, Florida

FOR VALUE RECEIVED, Eddie's Collision Center promises to pay to the order of the Fort Lauderdale Community Redevelopment Agency, (the "CRA"), or its successors or assigns, the principal sum of **$10,000** ,or so much as shall be advanced, in lawful money of the United States of America.

The CRA has made a forgivable loan to the Borrower in the principal amount of $10,000 (the "Forgivable Loan") under this Promissory Note (the "Note") and under a certain Fort Lauderdale Emergency Business Investment Program Loan Agreement (the "Agreement") between the CRA and the Borrower dated, September 2, 2020, and reference is hereby made to the Agreement for a more complete description of the rights and obligations of the parties.

The Forgivable Loan shall be forgiven by the CRA in accordance with the terms and condition set forth in the Agreement.

Upon an Event of Default as defined in the Agreement, payment of principal of the Forgivable Loan shall be made to the CRA or its successors and/or as assigns at 914 Sistrunk Blvd, Suite 200, Fort Lauderdale, Fl 33311 unless forgiven in accordance with the Agreement.

Interest on the Note shall accrue at zero (0%) percent, except in an event of default in which case interest shall accrue at the maximum rate permitted by law.

The Borrower reserves the right to prepay principal of this Note, in whole or in part, without penalty, at any time prior to maturity.

In the event of a default under the Agreement which has not been cured in accordance with the terms of the Agreement, including the failure to make payments of principal as they come due under the terms of the Agreement, the Borrower agrees to pay all costs and expenses of collection, including reasonable attorney's fees. The Borrower waives demand, presentment, notice of non-payment, protest, notice of protest and notice of dishonor.

This Note's maturity is subject to acceleration in each case upon the terms provided in the Agreement.

The validity, construction and enforceability of this Note shall be governed by the internal laws of the State of Florida without giving effect to the conflict of laws principles thereof.

Edward Walters
BORROWER

By:
Title: Owner
Print: EDWARD WALTERS
Name:

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Eddies Collision Center

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
715-C N.W. 8th Ave

Requester's name and address (optional)
Edward Walters

6 City, state, and ZIP code
Fort Lauderdale, FL 33311

7 List account number(s) here (optional)
110000 4419721

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
5 - -

or

Employer identification number
04-3896805

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Edward Walters Date ▶ 9-3-20

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Att FL 539 534 #

Form **W-9** (Rev. October 2007) Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)
EDDIE'S COLLISION CENTRE

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☑ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
715 C NW 8TH AVE

Requester's name and address (optional)
(X) Edward Walters

City, state, and ZIP code
FORT LAUDERDALE

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
: :

or

Employer identification number
04 : 3808805

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ (X) Edward Walters Date ▶ (X) 8.01.18

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Department of the Treasury
Internal Revenue Service

Give form to the requester. Do not send to the IRS.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Other

☐ Exempt payee

Address (number, street, and apt. or suite no.)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here | Signature of U.S. person ▶ | Date ▶

General instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators.
- Mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are treated as a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under regulations section 1.1446-1 require a partnership to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor trust (other than a joint account relating to a U.S. trust or state law trust described in Regulations section 1.1446-6(d)(2)(iii)), unless the person described here is a trust or estate, or
- The U.S. beneficiary of a foreign trust.

Nonresident alien or a foreign entity. If you are a nonresident alien or a foreign entity not subject to backup withholding, see the instructions for Form W-8BEN, Form W-8BEN-E, Form W-8ECI, Form W-8EXP, or Form W-8IMY.

Cat. No. 10231X Form W-9 (Rev. Dec. 2014)

City of Fort Lauderdale • Procurement Services Division
100 N. Andrews Avenue, Room 619 • Fort Lauderdale, Florida 33301

To City of Fort Lauderdale Vendor:

Please complete and return either by fax: (954) 828-4500, Email: ejankovic@fortlauderdale.gov and TWatson@fortlauderdale.gov or mail: Fort Lauderdale CRA, 914 Sistrunk Blvd., Suite 200, Fort Lauderdale, FL 33311. **A current W-9 must be submitted with this form.** It would be beneficial to complete and return in a timely manner.

Vendor Name: Eddie's Collision ~~Center~~ Centre INC
(Name that is registered with the State of Incorporation. If an Individual, please provide full name)

DBA (if applicable): _____

Mailing Address: 715-C N.W. 8th. Ave
~~Fort Lauderdale, FL 33311~~

City: Fort Lauderdale State: FL Zip: 33311 Country USA

Remit to Address: _____
(if different from mailing)

_____

City: _____ State: _____ Zip: _____ Country _____

Contact Person: Edward Walters Ext. _____

Telephone: 754-368-6130 Fax * _____

Toll Free: _____ Cell: _____

Email: Ed.Walters1162@Gmail.com

Federal ID #: 04-3806805 or SS# _____

Will your firm accept P-Card payments via: VISA, Yes_____ No X

MasterCard, Yes_____ No_____

***THE PREFERRED METHOD OF NOTIFICATION IS BY FAX OR EMAIL. FAILURE TO PROVIDE THIS INFORMATION MAY DELAY YOUR ORDER AND/OR PAYMENT.**

06/11/14

COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

1 OG 9/14/2020

Today's Date: September 11, 2020

DOCUMENT TITLE: Fort Lauderdale Community Redevelopment Agency Emergency Business Investment Program Loan Agreement- EDDIE'S COLLISION CENTER

COMM. MTG. DATE: 06/16/2020 **CAM #:** 20-0401 **ITEM #:** R-1 **CAM attached:** ☒YES ☐NO

Routing Origin: CRA **Router Name/Ext:** Cija/4776 **Action Summary attached:** ☒YES ☐NO

CIP FUNDED: ☐ YES ☒ NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least $50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

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1) Dept: CRA **Router Name/Ext:** Cija/4776 **# of originals routed:** 1 **Date to CAO:** September 9,2020

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2) City Attorney's Office: Documents to be signed/routed? ☒YES ☐NO # of originals attached: 1

Is attached Granicus document Final? ☒YES ☐NO Approved as to Form: ☒YES ☐ NO

Date to CCO: 9/9/2020 Lynn Solomon (Attorney's Name) LS (Initials)

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3) City Clerk's Office: # of originals: 1 **Routed to:** Donna V./Aimee L./CMO **Date:** 9/11/2020

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4) City Manager's Office: CMO LOG #: Sept-38 Document received from: _____

Assigned to: CHRIS LAGERBLOOM ☐ TARLESHA SMITH ☐ GREG CHAVARRIA ☐
CHRIS LAGERBLOOM as CRA Executive Director ☒

☐ APPROVED FOR C. LAGERBLOOM'S SIGNATURE ☐ N/A FOR C. LAGERBLOOM TO SIGN

PER ACM: **T. Smith** _____ (Initial/Date) PER ACM: **G. Chavarria** _____ (Initial/Date)
☐ **PENDING APPROVAL** *(See comments below)*
Comments/Questions:_____

Forward 1 originals to ☐ Mayor ☑ CCO **Date:** 9-14-20

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5) Mayor/CRA Chairman: Please sign as indicated. Forward ___ originals to CCO for attestation/City seal (as applicable) **Date:** _____

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6) City Clerk: Forward __ originals to CAO for **FINAL APPROVAL** **Date:** _____

7) CAO forwards __ originals to **CCO** **Date:** _____

8) City Clerk: Scan original and forwards X originals to: **Cija Omengebar**

Attach x certified Reso # 20-04 CRA *(Please Certify)* ☒YES ☐NO **Original Route form to** _____

Rev. 9/9/2020