

ROLL CALL

Present 5 - Vice Chair Steven Glassman, Commissioner Pam Beasley-Pittman, Commissioner Warren Sturman, Commissioner John C. Herbst, and Chair Dean J. Trantalis

MOTIONS

M-1 24-0527 Motion Approving Minutes for May 7, 2024, Community Redevelopment Agency Board Meeting - (Commission Districts 2 and 3)

APPROVED

Yea: 5 - Vice Chair Glassman, Commissioner Beasley-Pittman, Commissioner Sturman, Commissioner Herbst and Chair Trantalis

RESOLUTIONS

R-1 24-0373 Resolution of the Fort Lauderdale Community Redevelopment Agency Waiving the Minimum Requirement For Total Project Costs and the Minimum Contribution Requirement under the Development Incentive Program and Approving a \$307,663 Forgivable Loan to the Boys and Girls Clubs of Broward County, Inc. and Authorizing the Executive Director to Execute all Related Instruments; Authorizing the Executive Director Take Certain Actions - (Commission District 3)

ADOPTED

Yea: 5 - Vice Chair Glassman, Commissioner Beasley-Pittman, Commissioner Sturman, Commissioner Herbst and Chair Trantalis

R-2 24-0430 Resolution Approving a \$6,000,000 Development Incentive Program Forgivable Loan to Sirrom Commercial, Inc. for the 1435 Art Xchange Mixed-Use Project Located at 1429-1435 Sistrunk Boulevard, Authorizing a Lease of Commercial Space in the Project to the Fort Lauderdale Community Redevelopment Agency, Authorizing the Executive Director to Execute Any and All Related Instruments, and Delegating Authority to the Executive Director to Take Certain Actions - (Commission District 3)

REMOVED FROM AGENDA

ADJOURNMENT



**CITY OF FORT LAUDERDALE
City Commission Agenda Memo
CRA BOARD MEETING**

#24-0430

TO: CRA Chairman & Board of Commissioners
Fort Lauderdale Community Redevelopment Agency

FROM: Susan Grant, Acting CRA Executive Director

DATE: May 21, 2024

TITLE: Resolution Approving a \$6,000,000 Development Incentive Program Forgivable Loan to Sirrom Commercial, Inc for the 1435 Art Xchange Mixed-Use Project Located at 1429-1435 Sistrunk Boulevard, Authorizing a Lease of Commercial Space in the Project to the Fort Lauderdale Community Redevelopment Agency, Authorizing the Executive Director to Execute Any and All Related Instruments, and Delegating Authority to the Executive Director to Take Certain Actions - **(Commission District 3)**

Recommendation

Staff recommends the Community Redevelopment Agency (CRA) Board of Commissioners approve a Resolution for a \$6,000,000 Development Incentive Program forgivable loan to Sirrom Commercial, Inc for the 1435 Art Xchange Mixed-Use Project, located at 1429-1435 Sistrunk Boulevard, authorize a lease of commercial space in the project to the Fort Lauderdale Community Redevelopment Agency, authorize the Executive Director to execute any and all related instruments, and delegate authority to the Executive Director to take certain actions.

Background

The Northwest-Progresso-Flagler Heights (NPF) Community Redevelopment Agency has received a CRA funding application from Sirrom Commercial, Inc (Developer) for a \$6,000,000 Development Incentive Program Loan for the "1435 Art Xchange", a new mixed-use development project to be located at 1429-1435 Sistrunk Boulevard. A location map is attached as Exhibit 1, the Developer's CRA Funding Application is attached as Exhibit 2, and the Broward County Property Appraiser information is attached as Exhibit 3.

1435 Art XChange is a six-story, mixed-use development that includes seventy-one (71) rental affordable housing units, commercial space, community space, and covered parking for residents, commercial tenants, and the adjacent YMCA. The high quality, energy efficient housing units will all be affordable to households earning less than 120% of the area median income (AMI), with 4 units affordable to households earning less than 100% of AMI, and 4 units affordable to households making less than 80% of AMI. The unit breakdown consists of fifty-three (53) 1 bedroom - 1 bath units, fourteen (14) 2

bedroom - 2 bath units, one (1) 1 bedroom - 1 bath live/work unit, one (1) 2 bedroom - 2 bath live/work units, and two (2) studio units. The units range from 499 square feet to 992 square feet and are projected to be priced from \$1,440 per month. Proposed unit plans are attached as Exhibit 4. Residential unit amenities and standard features include Energy Star appliances, including stove, dishwasher, refrigerator and microwave, granite countertops, garbage disposal, range hood, washer and dryer connections, internet and cable connections, vertical rolling shade window treatments, balconies, 9-foot high ceilings, fitness room, community room with kitchenette, rooftop terrace, mailroom with large parcel lockers, free Wi-Fi in common areas, security cameras, electric vehicle charging stations, lush landscaping and other amenities and features. A more complete list of standard unit features and amenities is attached as Exhibit 5. The development also includes 5,844 square feet of first floor retail space consisting of 5 rental bays, ranging from 902 to 1,544 square feet. Three (3) of the commercial bays (3,214 S.F.) are projected to be priced at \$18 per square foot and two (2) of the commercial bays (2,630 S.F.) will be reserved to lease to the CRA or Invest Fort Lauderdale, it's Economic Development Corporation at a rental rate of \$5 per square foot for a period of fifteen (15) years, that they can then sublease to targeted small businesses at reduced rents or as an income stream for investment back into the community. 1435 Art Xchange will integrate art and area history into each retail/commercial establishment with a particular focus on the following uses: Art galleries/studio spaces, restaurants, cafes and banking services with the objective of attracting locally owned businesses with an emphasis on promoting the neighborhood's rich cultural heritage. The developer is retaining a consultant for this service. The commercial space will benefit from the foot traffic generated by the YMCA and Broward College, and from the active use of Provident Park that is across the street.

The modern, attractive building will complement its surroundings and have a signature appearance along the corridor. Project Illustrations are attached as Exhibit 6.

The project is directly adjacent to the L.A. Lee YMCA Mizell Community Center and the developer, as part of the project, is proposing to construct a 3-story, 4-level parking garage and provide a total of 218 parking spaces that will serve both the new mixed-use development and the YMCA, with 40 spaces dedicated to the YMCA, 86 spaces for residential tenants, 25 spaces for residential guest parking, 23 spaces for commercial tenants, and 44 remaining unallocated spaces provided as a community benefit. The parking structure will be constructed on the existing surface parking lot of the L.A. Lee YMCA Mizell Community Center that is directly behind the new proposed mixed-use development. A letter from the YMCA in support of this project and the proposed parking structure is attached as Exhibit 7.

The Developer purchased the site in June 2023. It consisted of a 20,810 square foot property with a 5,565 square foot deteriorated vacant structure that will be demolished. The total development cost is estimated at \$27,918,960, including \$2,200,000 in acquisition and pre-development cost, \$21,400,400 in construction hard cost, \$2,251,829 in soft cost, and \$2,066,730 for contingencies. The property is zoned a combination of Northwest Regional Activity Center Mixed Use West (NW RAC Mu West) and Residential

Medium Density (RC-15), and the portion zoned RC-15 will need to be rezoned to NW RAC Mu West. A breakdown of the funding sources, uses and budget is attached as Exhibit 8. The Developer has a Letter of Interest for a loan commitment from Duke Acquisitions, LLC in an amount not to exceed \$19,700,000, attached as Exhibit 9.

The CRA's Development Incentive Program loan represents 21.5% of the total project cost. A comparison of other CRA funded Development Incentive Program mixed-use projects is provided below.

Project	Estimated Capital Investment (ECI)	CRA DIP Award	CRA Award Percentage of ECI
Sistrunk Apartments, LLC	\$18,570 Million	8.0 Million	43%
New Hope Development Corporation	\$6.43 Million	\$2.0 Million	31%
Wright Dynasty	\$12.8 Million	\$3.5 Million	27%
Six 13 Apartments	\$33.5 Million	\$7.0 Million	21%
The Adderley	\$103.7 Million	\$12.0 Million	12%
Sunshine Shipyard, LLC	\$153.3 Million	\$19.0 Million	6.5%
909 NW 6 Street LLC	\$58.9 Million	\$4.0 Million	6.7%
Related FAT Village LLC	\$66.8 Million	\$1.9 Million	2.8%
Mt Hermon Housing LTD	\$38.9 Million	\$.64 Million	1.6%

The development team is led by Sirrom Commercial, Inc. James Morris heads up Sirrom Commercial, Inc. and is a successful minority entrepreneur. The development team also includes Architect Zamarr Brown, Design 2 Form Architects, Development Consultant James Carras, Carras Community Investment, Attorneys Michael Marshall and Nelson Mullins, Financial Advisor Alona Naylor, and Art and History Advisor George Gadson. Additional information on the development team is attached as Exhibit 10.

The project is estimated to create 10 jobs, in addition to jobs created by the commercial tenants. The project is estimated to be completed by December 2025.

The project will advance the City and CRA's objectives of increasing the supply of affordable housing to the City of Fort Lauderdale and the Northwest-Progresso-Flagler Heights Community Redevelopment Area. The project will also advance the CRA objective to assist small businesses by increasing the supply of affordable rental space and offering opportunities for small and local businesses to locate within the CRA boundaries. In addition, this project builds on the strength of CRA's most successful project, the L.A. Lee YMCA Mizell Community Center, by bringing both a housing element, parking component, and an additional retail component adjacent to this key project, across from Provident Park, creating a critical mass and "epicenter" of new development at this location along the core of the Sistrunk Corridor.

At their meeting of April 9, 2024, the NPF CRA Advisory Board unanimously recommended that the CRA Board approve a \$6,000,000 Development Incentive

Program forgivable loan to Sirrom Commercial, Inc for the 1435 Art Xchange Mixed-Use Project. A copy of the minutes of the April 9, 2024 NPF CRA Advisory Board is attached as Exhibit 11. The Development Incentive Program Letter of Intent with Sirrom Commercial, Inc for the 1435 Art XChange Project and Resolution are attached as Exhibits 12 and 13.

Consistency with NPF CRA Community Redevelopment Plan

The NPF CRA Community Redevelopment Plan promotes programs and projects that will have a positive impact on neighborhood residents and low and moderate income households within the NPF CRA. The Redevelopment Program will assist in providing incentives as inducements to stimulate development to upgrade and replace incompatible land uses and blighting conditions affecting the area, and the Redevelopment Plan will help preserve and expand the supply of affordable housing and provide improvements to enhance the overall environment, improve the quality of life and attract sound business and commercial development that provide employment and job opportunities.

A major component of the redevelopment strategy for the NPF CRA is the revitalization of the residential neighborhoods. The Redevelopment Program seeks to preserve and expand affordable housing in the entire redevelopment area. Per the CRA plan, the CRA will establish incentive programs to address redevelopment obstacles. The CRA Program identifies strategic objectives, goals and measurements that include targeting and attracting businesses, retail uses and industries to establish a presence in the redevelopment area. In addition, it calls for investing in development projects that create job opportunities, promote public private partnerships and investment in the redevelopment area. In addition, per the Future Land Use Plan and CRA Plan, redevelopment and housing opportunities for low, very low, and moderate-income households within the Northwest RAC should be encouraged.

Resource Impact

There will be a fiscal impact to the CRA in the amount of \$6,000,000.

<i>Funds available as of May 9, 2024</i>					
ACCOUNT NUMBER	COST CENTER NAME (Program)	CHARACTER /ACCOUNT NAME	AMENDED BUDGET (Character)	AVAILABLE BALANCE (Character)	AMOUNT
20-119-1531-552-40-4203-CRA092404	Development Incentive Improvement Program FY 24	Other Operating Expense/Redevelopment Projects	\$20,874,754	\$15,059,244	\$6,000,000
TOTAL AMOUNT ►					\$6,000,000

Strategic Connections

This item is a FY 2024 Commission Priority, advancing the Economic Development and Housing Accessibility initiatives.

This item supports the *Press Play Fort Lauderdale 2029* Strategic Plan, specifically advancing:

- The Business Growth and Support Focus Area, Goal 6: Build a diverse and attractive economy
- The Housing Focus Area, Goal 2: Enable housing options for all income levels

This item advances the *Fast Forward Fort Lauderdale 2035* Vision Plan: We Are Community

This item supports the Advance Fort Lauderdale 2040 Comprehensive Plan, specifically advancing:

- The Business Development Focus Area
- The Economic Development Element
- Goal 2: Enhance the economic competitiveness of Fort Lauderdale through policies and encourage retention and recruitment of businesses and industry which provide living wage employment and increased training and competitiveness in the local workforce.
- The Neighborhood Enhancement Focus Area
- The Future Land Use Element
- Goal 2: Sustainable Development: The City shall encourage sustainable, smart growth which designates areas for future growth, promotes connectivity, social equity, preservation of neighborhood character and compatibility of uses.
- The Housing Element
- Goal 1: The Comprehensive Plan shall support the provision of adequate sites for future housing, including affordable workforce housing, housing for low-income, very low-income, and moderate-income families, mobile homes, and group home facilities and foster care facilities, with supporting infrastructure and public facilities.
- Goal 2: Be a community of strong, beautiful and healthy neighborhoods.

Attachments

Exhibit 1 – Location Map

Exhibit 2 – Application for Funding

Exhibit 3 – Broward County Property Appraiser Information

Exhibit 4 – Proposed Unit Plans

Exhibit 5 – Standard Unit Features and Amenities

Exhibit 6 – Project Illustrations

Exhibit 7 – YMCA Letter of Support

Exhibit 8 – Project Budget/Sources and Uses/Proforma

Exhibit 9 – Letter of Interest for Loan Commitment

Exhibit 10 – Development Team Information

Exhibit 11 – April 9, 2024, CRA Advisory Board Draft Minutes

Exhibit 12 – Development Incentive Program Letter of Intent – 1435 Art Xchange Project

Exhibit 13 – Resolution

Prepared by: Bob Wojcik, AICP, CRA Housing and Economic Development Manager
Clarence Woods, CRA Manager

Acting CRA Executive Director: Susan Grant

RESOLUTION NO. 24-09 (CRA)

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY APPROVING A FORGIVABLE LOAN OF SIX MILLION DOLLARS (\$6,000,000) TO SIRROM COMMERCIAL, INC. FOR THE 1435 ART XCHANGE PROJECT UNDER THE DEVELOPMENT INCENTIVE PROGRAM; AUTHORIZING A LEASE OF COMMERCIAL SPACE OF REAL PROPERTY LOCATED AT 1429-1435 SISTRUNK BOULEVARD TO THE FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE ANY AND ALL RELATED INSTRUMENTS; DELEGATING AUTHORITY TO THE EXECUTIVE DIRECTOR TO TAKE CERTAIN ACTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Fort Lauderdale Community Redevelopment Agency ("CRA"), an agency authorized under Chapter 163, Part III of the Florida Statutes, was created to eliminate "slum and blight" and to stimulate community redevelopment; and

WHEREAS, the City Commission adopted Resolution No. 95-86 on June 2, 1995, finding the existence of slum and blight conditions in that area of the City of Fort Lauderdale, Florida (the "City") known as the Northwest-Progresso-Flagler Heights Community Redevelopment Area, as more particularly described in that resolution, (herein referred to as the "Redevelopment Area"); and

WHEREAS, by adoption of Resolution No. 95-170, the redevelopment plan for the Redevelopment Area was approved by the City Commission on November 7, 1995, and was amended in 2001 by Resolution No. 01-86, in 2002 by Resolution No. 02-183, in 2013 by Resolution No. 13-137, in 2016 by Resolution No. 16-52 and in 2018 by Resolution No. 18-226 and as subsequently amended (the "Redevelopment Plan"); and

WHEREAS, the CRA Development Incentive Program (DIP) is intended to support projects with an investment of \$5,000,000 or more; and

WHEREAS, Sirrom Commercial, Inc., a Florida for-profit corporation ("Sirrom"), has applied for funding in the amount of \$6,000,000 for a mixed-use, mixed income development project located at 1429-1435 Sistrunk Boulevard with a total development cost of approximately \$27,918,960 (the "Project"); and

WHEREAS, the CRA Advisory Board for the Redevelopment Area approved

funding for this Project on April 9, 2024; and

WHEREAS, staff finds that the physical improvements comply with the Redevelopment Plan and will improve the Redevelopment Area; and

WHEREAS, the Board of Commissioners of the CRA finds that development of the Project will enhance the physical appearance of the Redevelopment Area, create new businesses, new affordable housing, retail spaces, as well as facilitate a responsive and proactive business climate, all in accordance with and in furtherance of the Redevelopment Plan, as authorized by and in accordance with the Act; and

WHEREAS, the CRA Board finds that Sirrom has demonstrated that it has the financial capacity, legal ability, development experience and qualifications to develop this Project.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY:

SECTION 1. That the Recitals set forth above are true and correct and incorporated herein by this reference.

SECTION 2. That the Fort Lauderdale Community Redevelopment Agency hereby approves a forgivable loan under the CRA's Development Incentive Program (DIP) in the amount of Six Million and No/100 Dollars (\$6,000,000), subject to the terms and conditions set forth in the Letter of Intent, to Sirrom.

SECTION 3. That the Board of Commissioners of the Fort Lauderdale Community Redevelopment Agency hereby approves a lease of 2,650 square feet of commercial space within the Project consisting of two (2) bays at a rental rate of \$5 per square foot for a period not to exceed fifteen (15) years plus common area maintenance expenses to support and sustain small business development. Further, the governing body approves the assignment of leases to Invest Fort Lauderdale, Inc. on such terms and conditions as the Executive Director deems commercially reasonable.

SECTION 4. That the governing body of the Fort Lauderdale Community Redevelopment Agency hereby authorizes execution of the Letter of Intent, in substantially the form attached to Commission Agenda Memorandum No. 24-0430, and any and all other documents or instruments, without further action or approval of this body. Except for the authority to increase the amount of the DIP loan, the Executive Director or his or her designee is delegated authority to negotiate additional terms and conditions, modify the terms, take further actions, and make such further determinations he or she deems advisable in furtherance of the goals and objectives of the Redevelopment Plan and to execute all instruments and documents necessary or incidental to consummation of the DIP Loan and lease of commercial space within the Project, including without limitation, execution of a Commercial Lease, Development Agreement, Intercreditor Agreement, Satisfaction of Mortgage, Subordination Agreement or Estoppel Certificates.

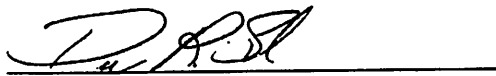
SECTION 5. That the office of the General Counsel shall review and approve as to form all documents prior to their execution by the Executive Director.

SECTION 6. That this Resolution shall be in full force and effect upon final passage.

ADOPTED this 4th day of June, 2024.


Chair
DEAN J. TRANTALIS

ATTEST:


CRA Secretary
DAVID R. SOLOMAN


Dean J. Trantalis Yea

John C. Herbst Yea

APPROVED AS TO FORM
AND CORRECTNESS:

Steven Glassman Yea

Pamela Beasley-Pittman Yea


General Counsel
THOMAS J. ANSBRO

Warren Sturman Yea



**CITY OF FORT LAUDERDALE
COMMUNITY REDEVELOPMENT AGENCY**

June __, 2024

Mr. James Morris
President
Sirrom Commercial, Inc.
11131 NW. 34th Place
Coral Springs, FL 33065

Re: Letter of intent to provide a forgivable loan in an amount not to exceed Six Million and No/100 Dollars (\$6,000,000) to Sirrom Commercial, Inc., a Florida for profit Corporation ("Sirrom" or "Borrower") to be secured by a lien on multiple parcels described in Exhibit A (the "Property") to partially fund hard costs of construction of a mixed use development on the Property (the "Project")

Dear Mr. Morris:

This letter is intended to establish a framework for preparation and execution a Development Agreement under the Development Incentive Program (the "Development Agreement") by and between the Fort Lauderdale Community Redevelopment Agency (the "Lender" or "CRA") and Sirrom. Subject to the terms and conditions set forth herein and in the Development Agreement and other documents, Lender agrees to fund a forgivable loan to Borrower in an amount not to exceed Six Million and No/100 Dollars (\$6,000,000) (the "Forgivable Loan" or "Loan" or "DIP Loan") that will be used to fund hard costs of construction of the 1435 ArtXChange Mixed Use Project on the Property. It is anticipated that the parties shall negotiate and execute a Development Agreement within four(4) months after the date the CRA board approves this award of funding under this Letter of Intent.

COMPLETION DATE: The Project and all amenities shall be completed within twenty four (24) months from the effective date of the Development Agreement, subject to extensions granted by the CRA's Executive Director for delays caused by circumstances beyond the Borrower's control but not due to a lack of funding to complete the Project. Completion Date is defined as the date on which a Certificate of Occupancy has been issued by the City of Fort Lauderdale or other governing authority and an approval letter of the Project has been issued by the Agency or its successor. If the Project is not completed by the sunset date of the CRA, then the CRA obligation to fund any undisbursed funds under the DIP Loans may be terminated.

USES OF PROCEEDS: Sirrom acknowledges that the proceeds of the DIP Loan shall be used to reimburse or fund hard costs of construction of a mixed use development, as described in City Commission Agenda Memorandum #24-0430 as presented to the Board of Commissioners of the Fort Lauderdale Community Redevelopment Agency on May__, 2024 (the "Project") according to a construction budget approved by the CRA Executive Director, as may be amended by Borrower and its construction lender, so long as such expenses are allowed in accordance with Part III, Chapter 163, Florida Statutes and the Agency Redevelopment Plan. The proposed site plan and illustrations are attached hereto as Exhibit "B". The CRA proceeds shall not be used for operating and administrative expenses of the Project, general conditions or for soft costs related to construction of the Project. Further, hard costs are defined as costs for work, labor and materials required to construct the buildings and infrastructure improvements to the site.

PHASES OF CONSTRUCTION: Sirrom intends to construct the Project in one phase.

RESERVATION OF COMMERCIAL SPACE: As a condition of the DIP Loan, Borrower shall cause the owner of the Property to provide 2,650 square feet of commercial retail space of the Project to the CRA, or its successors, for a minimum of fifteen years at a rate of \$5.00 per square foot plus common area maintenance expenses, with the understanding that the CRA, or its successors, may sublet all or a portion of the retail space to small businesses as part of its initiative to support and sustain small businesses. The CRA, or its successors, shall have the absolute right to assign its entire leasehold interest to a third party, without recourse. All subtenants must comply with applicable rules and regulations related to rental of the retail space and will receive the same benefits and privileges as other similarly situated tenants. The CRA, or its successor, reserves the right to charge rent in excess of the rate charged by Sirrom and the Borrower, or its successor and/or assigns, shall not be entitled to share in the excess rents or receive any benefits from the excess rents.

CONDITIONS FOR CLOSING: The Lender shall have no obligation to close on the DIP Loan until completion of the following conditions to the satisfaction of the Lender in its sole discretion:

1. Review and acceptance of environmental assessment on the Property;
2. Satisfactory evidence that Borrower has sufficient equity to complete construction of the Project;
3. Receipt and review of a draw schedule, construction schedule and budget, sources and uses, project schedule, survey and schedule of values for the Project;
4. Receipt and review of a construction contract between the Borrower and a qualified and experienced general contractor along with copy of the general contractor's license;
5. Certificate of Good Standing and corporate authorization of the Borrower and its controlling entities;

6. Builder's Risk Insurance and Payment and Performance Bond (to the extent required by the Borrower's construction lender) listing the CRA as an additional obligee and such other insurances as are customary and standard for a Project of this scope and size;
7. Title Insurance Commitment and policy insuring the interest of the CRA in the Property in the amount of the DIP Loan, deleting all schedule B-I requirements and all standard exceptions, subject to those special exceptions approved by the Executive Director;
8. Simultaneous closing with the construction lender which shall include a guaranty of payment and completion by James Morris and any other individual, if required by the construction lender;
9. All development approvals from the appropriate governing authority have been issued for the Project;
10. Execution of the CRA documents for the DIP Loan, including without limitation, the Promissory Note, Second Mortgage, Assignment of Leases, Rents and Profits, Assignment of Development Approvals, Environmental Indemnity Agreement, Construction Loan Agreement, Regulatory Agreement, Security Agreement, UCC-1 Financing Statement, Funding Agreement, if necessary, Development Agreement, Commercial Lease, Negative Pledge Agreement and such other agreements and instruments required by the CRA in the exercise of its reasonable discretion;
11. Receipt and review of all owners who hold a direct or beneficial interest in the Property or Borrower and its controlling entities along with copies of the organizational documents;
12. Such other documents, instruments, studies, analysis and evaluation as required by the CRA in the exercise of its reasonable discretion.

LOAN PAYMENTS AND TERM: Repayment of the Forgivable Loan shall not be required except in the event of default as defined in the Development Agreement. The Forgivable Loan shall not be subject to a charge of interest except in the event of default. Upon such an occurrence, interest shall accrue at the maximum rate permitted by law.

The Forgivable Loan shall be discharged upon satisfaction of the following conditions:

The Borrower shall provide affordable units (as described below) to the target population as set forth in the CAM and shall sign a Restrictive Covenant in form and substance acceptable to the Agency which shall be in effect for a minimum of fifteen (15) years.

One hundred percent (100%) of the units shall be set aside and affordable for families and individuals whose income does not exceed 120% of the Area Median Income, as adjusted for family size, for Broward County, Florida as published by the Housing and Urban Development ("HUD") and Florida Housing Finance Corporation ("FHFC") for a

minimum of 15 years, with 4 units set aside and affordable for families and individual whose income does not exceed 100% of the Area Median Income and 4 units set aside and affordable for families and individuals whose income does not exceed 80% of the Area Median Income (the "Affordable Housing Requirement").

COVENANT TO FUND: The Lender shall budget and appropriate legally available funds sufficient to fully fund the DIP Loan by Fiscal Year 2023/2024, as follows, subject to the approval as to form and substance by the CRA's General Counsel and City Auditor. Such obligations to annually appropriate and disburse the DIP Loans are subordinate to overhead and administrative costs related to operating and managing the CRA and senior CRA debt and previously approved CRA projects.

LOAN DISBURSEMENTS: The Borrower and Lender, in consultation with the construction lender, shall develop a schedule for disbursement of the DIP Loan proceeds as constrained by the CRA annual budget appropriation and construction schedule for completion of the Project. Such disbursement schedule shall be incorporated in a Construction Loan Agreement and Funding Agreement, if necessary. Both parties anticipate a portion of the DIP Loan may be available to fund construction draws. If so, then, after the Borrower's cash equity contribution required by the Lender has been exhausted, the CRA shall fund construction draws pari passu with the construction lender and only for hard costs. To the extent CRA funds are available after construction has commenced and the construction lender has to advance construction funds on behalf of the CRA, then CRA funds may be used to reimburse the construction lender for hard costs only and only to extent that the CRA would have funded such cost had the proceeds been available. The construction lender may make additional or future advances under the construction loan so long as the principal balance of the Forgivable Loan and the principal balance of the construction/permanent loan does not exceed a loan to value ratio of 100% as determined by a current MAI appraisal based on the as completed Project.

DEVELOPMENT FEE: Subject to reconciliation with any conflicts with the requirements of the construction lender, Borrower, or its affiliates or other related third parties, agree to receive its Development Fee for this Project in stages. Ten Percent (10%) of the fee shall be paid at closing on the construction loan, sixty five percent (65%) during construction (prorata over the total number of construction draws) and the balance shall be paid upon issuance of a Certificate of Occupancy for the entire Project. The CRA reserves the right to change the timing of payments upon review of the construction lender draw schedule and other relevant factors. Notwithstanding, the DIP Loan are not a source of payment for the Development Fee.

CLOSING COSTS: Borrower shall bear all closing and transactional fees, expenses and costs, including without limitation, documentary stamp taxes, intangible taxes, title insurance premium and search fees, recording fees, in connection with closing on the DIP Loan.

SECOND MORTGAGE AND SUBORDINATION: The DIP Loan shall be secured by a second mortgage, assignment of leases, rents, profits and proceeds on the Property, and security interest in the personal property of the Project in favor of the CRA, subordinate to the lien of the First Mortgage of the construction/permanent lender. The Borrower agrees that the First Mortgage shall include a provision requiring the First Mortgagee to give notice of default and an opportunity to cure in favor of the CRA. Borrower shall execute a negative pledge agreement in which it agrees not to further encumber the Property including the CRA Property. Any approvals of subsequent agreements required by Borrower or the First Mortgage lender as a condition of closing the DIP loan, shall be granted at the discretion of the CRA's Executive Director without any further approval of the governing body of the CRA, subject to approval of the CRA General Counsel.

LOCAL CONTRACTING: Borrower will use its best efforts to work with the Lender to notify local business firms, minority owned firms, women-owned firms or labor surplus area firms of the opportunity to submit bids for construction work on the Project, with the goal of achieving a minimum 30% participation for minorities. Further, Borrower shall use its best efforts to hire local business firms, minority owned firms, women owned firms for the operation and management of the residential and commercial uses within the Project and shall provide annual reports, in form, substance and content, acceptable to the CRA and its successors and/or assigns. The CRA reserves the right to record a Regulatory Agreement on the Property as a covenant running with the land.

LOAN DEFAULT: The occurrence of any one or more of the following Loan Defaults and the continuance thereof uncured or uncorrected for a period of 30 days, or longer period of time as may be necessary so long as Borrower is diligently pursuing cure, following proper notice, except for monetary defaults which shall have a grace period of 15 days and Lender shall not be required to give notice:

- 1) Borrower fails to maintain managerial control and decision-making authority over the Project until the DIP Loan is satisfied; or
- 2) A final order, judgment or decree is entered by any court of competent jurisdiction adjudicating the Borrower bankrupt or insolvent; or
- 3) Any misrepresentation made by Borrower in any material respect and which adversely affects the rights, duties and obligations of the CRA; or

- 4) Foreclosure proceedings have commenced against the Project; or
- 5) A default under the First Mortgage and subsequent failure to cure within applicable cure periods; or
- 6) Failure to make payments under the Forgivable Loan as they become due or pay the real property taxes and insurance on the Project; or
- 7) Such other commercially reasonable defaults as incorporated in the Development Agreement and other CRA loan documents.

MAINTENANCE/REPAIRS: Upon completion of the Project, Borrower, its successors and/or assigns, shall have a continuing obligation to maintain the Project in good repair and provide adequate insurance coverages at its expenses, all as set forth in the Development Agreement. All construction will be done in accordance with necessary approvals and the permitted and approved set of plans and specifications by the appropriate governing authority.

INSURANCE: The Borrower and/or the general contractor for the Project, as applicable, shall purchase and maintain at its own expense insurance, as may be required by the Lender and shall include the Lender as an "Additional Insured".

RIGHT TO AUDIT: Lender shall have the right to audit, at its expense, the books and records relating to the Project as may be reasonably required, and Borrower shall provide CRA with necessary information to conduct such audit.

CROSS DEFAULT: The Development Agreement, and the Second Mortgage will be cross defaulted with the construction loan and First Mortgage.

BROKER: Borrower certifies that there were no brokers engaged as a result of the DIP Loan and indemnifies the Lender against any claims, losses, fees or expenses in connection with these DIP Loan.

TERMINATION: Prior to execution of the Development Agreement, Lender or Borrower may terminate this letter of intent if any of the following events shall occur:
If the Borrower:

- a. Applies for or consent to the appointment of a receiver, trustee, or liquidator for it or for any of its property;
- b. Admit in writing an inability to pay its, debts as they mature;
- c. Make a general assignment for the benefit of creditors;

- d. Be adjudicated bankrupt or insolvent;
- e. Files a voluntary petition or an answer seeking reorganization or an arrangement with creditors or take advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution, or liquidation law or statute, or file an answer admitting the material allegations of a petition filed against it or them in any proceeding under any such law; or
- f. If condemnation proceedings are commenced against the Project or any part thereof;
- g. If the Lender and Borrower are unable to agree to the terms of the Development Agreement; or
- h. Failure by Borrower to close on the CRA Property; or
- i. Borrower fails to secure the necessary equity and construction loan on or before June 4, 2026

ASSIGNMENT: During the term of the DIP Loans, Borrower, developer and owner of the Property shall not sell, assign, convey or transfer (all of the foregoing referred to as an "Assignment") its interest in the Project or Property to any person, or a controlling interest in Borrower or such entities which hold the right, title and interest in the Property or developer of the Project, without the express written consent of the CRA which shall not be unreasonably withheld. CRA shall either approve such Assignment or specify in reasonable detail the basis for its disapproval within thirty (30) days after request for such approval. Such Assignment shall not be valid until the CRA has consented in writing to such Assignment and there shall have been delivered to CRA a true copy of the proposed instruments effecting such Assignment, and an original counterpart of an agreement in which each such assignee assumes and agrees to perform all the terms, covenants and conditions under the DIP Loan on Borrower's, or such applicable entity's, part to be performed, including those matters that arose or became due prior to the effective date of the Assignment, and proof that the assignee has been approved as the successor under all third party agreements affecting the Project and Property. After the aforesaid instruments have been delivered to CRA and CRA has consented in writing to such Assignments, then from and after the effective date of Assignment, the assigning party shall be released of all obligations under the DIP Loan for matters arising after the effective date of the Assignment but shall remain liable to the CRA for all obligations under the DIP Loan relating to matters that arose or became due prior to the effective date of the Assignment. The factors upon which

CRA may base its decision on whether to grant consent to an Assignment will be limited to whether (i) the proposed assignee and/or any of the direct or indirect principals of such proposed assignee (as may be set forth in a certification to the Agency by a certified public accountant) meets standards of creditworthiness and have sufficient financial resources to acquire, operate, manage and maintain the Project, (ii) the proposed assignee has the reasonable ability to perform the obligations of the Borrower under the DIP Loan or other parties related to the Project; (iii) the proposed assignee has prior business experience related to operating property with uses similar to the Project, (iv) the reputation of the proposed assignee, (v) the form of the documents evidencing the assignment and the assumption, and (vi) other reasonable factors. Borrower agrees to disclose the principals with controlling interest in the Borrower, owner of the land and building and the developer of the Project and to provide such documents requested by the CRA in a timely manner. Notwithstanding this process for Assignment, James Morris shall retain managerial and decision making control over the Project during the term of the DIP Loan.

PUBLIC RECORDS. Unless a specific statutory exemption exists, all documents, instruments, surveys, reports, etc. received by the CRA are subject to review by the public.

The Letter of Intent shall be made and construed in accordance with the laws of the State of Florida.

The individuals executing this Letter of Intent are authorized to execute this letter on behalf of the respective entities.

The provisions of the Letter of Intent cannot be modified unless such modification is in writing and signed by Lender and Borrower.

This Letter of Intent has been issued for the sole and exclusive benefit of the Borrower and no third party shall have any rights hereunder without the express written consent of the Lender. Further, the Borrower shall not assign its rights under this Letter of Intent without the written consent of the Lender which may be withheld in its sole discretion.

Lender and Borrower agree to act in good faith to formalize the Development Agreement within a timely manner. However, nothing in this letter of intent shall be deemed an obligation of the Lender or Borrower to execute a Development Agreement.

This Letter of Intent may be executed in one or more counterparts, each of which shall constitute an original and together shall constitute one agreement.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

AGENCY
FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY, a Community Redevelopment Agency created pursuant to Chapter 163, Part III, Florida Statutes

By 
Susan Grant,
Acting Executive Director

ATTEST:


David R. Soloman, CRA Secretary

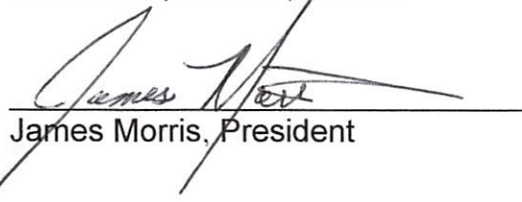


Approved as to form and correctness:
Thomas J. Ansbro, General Counsel


Lynn Solomon, Assistant General Counsel

AGREED TO AND ACCEPTED this 6 ^{September} of May 2024.

SIRROM COMMERCIAL, INC., a Florida for profit corporation


James Morris, President

City of Fort Lauderdale, Florida
1000 East Las Olas Avenue, Suite 1000
Fort Lauderdale, Florida 33301

COMMUNITY DEVELOPMENT DEPARTMENT
CITY OF FORT LAUDERDALE
1000 EAST LAS OLAS AVENUE, SUITE 1000
FORT LAUDERDALE, FLORIDA 33301
TEL: 754/330-1000

City of Fort Lauderdale
Community Development Department
1000 East Las Olas Avenue, Suite 1000
Fort Lauderdale, Florida 33301

City of Fort Lauderdale
Community Development Department
1000 East Las Olas Avenue, Suite 1000
Fort Lauderdale, Florida 33301



City of Fort Lauderdale, Florida
1000 East Las Olas Avenue, Suite 1000
Fort Lauderdale, Florida 33301

City of Fort Lauderdale, Florida
1000 East Las Olas Avenue, Suite 1000
Fort Lauderdale, Florida 33301

City of Fort Lauderdale, Florida
1000 East Las Olas Avenue, Suite 1000
Fort Lauderdale, Florida 33301

EXHIBIT "A"
(LEGAL DESCRIPTIONS OR SUMMARY)

PARCEL 1:

Lots 3, 4 and 5, less road right of way, Block 3, of Lincoln Park Corrected Plat, according to the plat thereof, as recorded in Plat Book 5, Page 2, of the Public Records of Broward County, Florida.

Aka: 1429-1433 NW 6th Street, Fort Lauderdale, Florida 33311

PARCEL ID 5042-04-11-0530

PARCEL 2:

Lots 6, 7, 9, 10, 11 and 12, less road right of way, Block 3, of Lincoln Park Corrected Plat, according to the plat thereof, as recorded in Plat Book 5, Page 2, of the Public Records of Broward County, Florida.

Aka: 1435 NW 6th Street, Fort Lauderdale, Florida 33311

PARCEL ID 5042-04-11-0570

PARCEL 3:

Lots 1 and 2, less road right of way, Block 3, of Lincoln Park Corrected Plat, according to the plat thereof, as recorded in Plat Book 5, Page 2, of the Public Records of Broward County, Florida.

Aka: 1423 NW 6th Street, Fort Lauderdale, Florida 33311

PARCEL ID 5042-04-11-0540

EXHIBIT "B"
SITE PLAN ILLUSTRATIONS

1429-1435 Sistrunk Blvd. Mixed Use Development

1429 - 1435 NW 6TH ST, FORT LAUDERDALE, FL 33311

DECEMBER 19, 2023



3D RENDERING OF SOUTHWEST CORNER
NOT TO SCALE

Design2Form

1429-1435 Sistrunk Blvd. Mixed Use Development

DECEMBER 19, 2023

1429 - 1435 NW 6TH ST, FORT LAUDERDALE, FL 33311



3D RENDERING OF SOUTHEAST CORNER
NOT TO SCALE

Design2Form



**CITY OF FORT LAUDERDALE
COMMUNITY REDEVELOPMENT AGENCY**

June __, 2024

Mr. James Morris
President
Sirrom Commercial, Inc.
11131 NW. 34th Place
Coral Springs, FL 33065

Re: Letter of intent to provide a forgivable loan in an amount not to exceed Six Million and No/100 Dollars (\$6,000,000) to Sirrom Commercial, Inc., a Florida for profit Corporation ("Sirrom" or "Borrower") to be secured by a lien on multiple parcels described in Exhibit A (the "Property") to partially fund hard costs of construction of a mixed use development on the Property (the "Project")

Dear Mr. Morris:

This letter is intended to establish a framework for preparation and execution a Development Agreement under the Development Incentive Program (the "Development Agreement") by and between the Fort Lauderdale Community Redevelopment Agency (the "Lender" or "CRA") and Sirrom. Subject to the terms and conditions set forth herein and in the Development Agreement and other documents, Lender agrees to fund a forgivable loan to Borrower in an amount not to exceed Six Million and No/100 Dollars (\$6,000,000) (the "Forgivable Loan" or "Loan" or "DIP Loan") that will be used to fund hard costs of construction of the 1435 ArtXChange Mixed Use Project on the Property. It is anticipated that the parties shall negotiate and execute a Development Agreement within four(4) months after the date the CRA board approves this award of funding under this Letter of Intent.

COMPLETION DATE: The Project and all amenities shall be completed within twenty four (24) months from the effective date of the Development Agreement, subject to extensions granted by the CRA's Executive Director for delays caused by circumstances beyond the Borrower's control but not due to a lack of funding to complete the Project. Completion Date is defined as the date on which a Certificate of Occupancy has been issued by the City of Fort Lauderdale or other governing authority and an approval letter of the Project has been issued by the Agency or its successor. If the Project is not completed by the sunset date of the CRA, then the CRA obligation to fund any undisbursed funds under the DIP Loans may be terminated.

USES OF PROCEEDS: Sirrom acknowledges that the proceeds of the DIP Loan shall be used to reimburse or fund hard costs of construction of a mixed use development, as described in City Commission Agenda Memorandum #24-0430 as presented to the Board of Commissioners of the Fort Lauderdale Community Redevelopment Agency on May __, 2024 (the "Project") according to a construction budget approved by the CRA Executive Director, as may be amended by Borrower and its construction lender, so long as such expenses are allowed in accordance with Part III, Chapter 163, Florida Statutes and the Agency Redevelopment Plan. The proposed site plan and illustrations are attached hereto as Exhibit "B". The CRA proceeds shall not be used for operating and administrative expenses of the Project, general conditions or for soft costs related to construction of the Project. Further, hard costs are defined as costs for work, labor and materials required to construct the buildings and infrastructure improvements to the site.

PHASES OF CONSTRUCTION: Sirrom intends to construct the Project in one phase.

RESERVATION OF COMMERCIAL SPACE: As a condition of the DIP Loan, Borrower shall cause the owner of the Property to provide 2,650 square feet of commercial retail space of the Project to the CRA, or its successors, for a minimum of fifteen years at a rate of \$5.00 per square foot plus common area maintenance expenses, with the understanding that the CRA, or its successors, may sublet all or a portion of the retail space to small businesses as part of its initiative to support and sustain small businesses. The CRA, or its successors, shall have the absolute right to assign its entire leasehold interest to a third party, without recourse. All subtenants must comply with applicable rules and regulations related to rental of the retail space and will receive the same benefits and privileges as other similarly situated tenants. The CRA, or its successor, reserves the right to charge rent in excess of the rate charged by Sirrom and the Borrower, or its successor and/or assigns, shall not be entitled to share in the excess rents or receive any benefits from the excess rents.

CONDITIONS FOR CLOSING: The Lender shall have no obligation to close on the DIP Loan until completion of the following conditions to the satisfaction of the Lender in its sole discretion:

1. Review and acceptance of environmental assessment on the Property;
2. Satisfactory evidence that Borrower has sufficient equity to complete construction of the Project;
3. Receipt and review of a draw schedule, construction schedule and budget, sources and uses, project schedule, survey and schedule of values for the Project;
4. Receipt and review of a construction contract between the Borrower and a qualified and experienced general contractor along with copy of the general contractor's license;
5. Certificate of Good Standing and corporate authorization of the Borrower and its controlling entities;

6. Builder's Risk Insurance and Payment and Performance Bond (to the extent required by the Borrower's construction lender) listing the CRA as an additional obligee and such other insurances as are customary and standard for a Project of this scope and size;
7. Title Insurance Commitment and policy insuring the interest of the CRA in the Property in the amount of the DIP Loan, deleting all schedule B-I requirements and all standard exceptions, subject to those special exceptions approved by the Executive Director;
8. Simultaneous closing with the construction lender which shall include a guaranty of payment and completion by James Morris and any other individual, if required by the construction lender;
9. All development approvals from the appropriate governing authority have been issued for the Project;
10. Execution of the CRA documents for the DIP Loan, including without limitation, the Promissory Note, Second Mortgage, Assignment of Leases, Rents and Profits, Assignment of Development Approvals, Environmental Indemnity Agreement, Construction Loan Agreement, Regulatory Agreement, Security Agreement, UCC-1 Financing Statement, Funding Agreement, if necessary, Development Agreement, Commercial Lease, Negative Pledge Agreement and such other agreements and instruments required by the CRA in the exercise of its reasonable discretion;
11. Receipt and review of all owners who hold a direct or beneficial interest in the Property or Borrower and its controlling entities along with copies of the organizational documents;
12. Such other documents, instruments, studies, analysis and evaluation as required by the CRA in the exercise of its reasonable discretion.

LOAN PAYMENTS AND TERM: Repayment of the Forgivable Loan shall not be required except in the event of default as defined in the Development Agreement. The Forgivable Loan shall not be subject to a charge of interest except in the event of default. Upon such an occurrence, interest shall accrue at the maximum rate permitted by law.

The Forgivable Loan shall be discharged upon satisfaction of the following conditions:

The Borrower shall provide affordable units (as described below) to the target population as set forth in the CAM and shall sign a Restrictive Covenant in form and substance acceptable to the Agency which shall be in effect for a minimum of fifteen (15) years.

One hundred percent (100%) of the units shall be set aside and affordable for families and individuals whose income does not exceed 120% of the Area Median Income, as adjusted for family size, for Broward County, Florida as published by the Housing and Urban Development ("HUD") and Florida Housing Finance Corporation ("FHFC") for a

minimum of 15 years, with 4 units set aside and affordable for families and individual whose income does not exceed 100% of the Area Median Income and 4 units set aside and affordable for families and individuals whose income does not exceed 80% of the Area Median Income (the "Affordable Housing Requirement").

COVENANT TO FUND: The Lender shall budget and appropriate legally available funds sufficient to fully fund the DIP Loan by Fiscal Year 2023/2024, as follows, subject to the approval as to form and substance by the CRA's General Counsel and City Auditor. Such obligations to annually appropriate and disburse the DIP Loans are subordinate to overhead and administrative costs related to operating and managing the CRA and senior CRA debt and previously approved CRA projects.

LOAN DISBURSEMENTS: The Borrower and Lender, in consultation with the construction lender, shall develop a schedule for disbursement of the DIP Loan proceeds as constrained by the CRA annual budget appropriation and construction schedule for completion of the Project. Such disbursement schedule shall be incorporated in a Construction Loan Agreement and Funding Agreement, if necessary. Both parties anticipate a portion of the DIP Loan may be available to fund construction draws. If so, then, after the Borrower's cash equity contribution required by the Lender has been exhausted, the CRA shall fund construction draws pari passu with the construction lender and only for hard costs. To the extent CRA funds are available after construction has commenced and the construction lender has to advance construction funds on behalf of the CRA, then CRA funds may be used to reimburse the construction lender for hard costs only and only to extent that the CRA would have funded such cost had the proceeds been available. The construction lender may make additional or future advances under the construction loan so long as the principal balance of the Forgivable Loan and the principal balance of the construction/permanent loan does not exceed a loan to value ratio of 100% as determined by a current MAI appraisal based on the as completed Project.

DEVELOPMENT FEE: Subject to reconciliation with any conflicts with the requirements of the construction lender, Borrower, or its affiliates or other related third parties, agree to receive its Development Fee for this Project in stages. Ten Percent (10%) of the fee shall be paid at closing on the construction loan, sixty five percent (65%) during construction (prorata over the total number of construction draws) and the balance shall be paid upon issuance of a Certificate of Occupancy for the entire Project. The CRA reserves the right to change the timing of payments upon review of the construction lender draw schedule and other relevant factors. Notwithstanding, the DIP Loan are not a source of payment for the Development Fee.

CLOSING COSTS: Borrower shall bear all closing and transactional fees, expenses and costs, including without limitation, documentary stamp taxes, intangible taxes, title insurance premium and search fees, recording fees, in connection with closing on the DIP Loan.

SECOND MORTGAGE AND SUBORDINATION: The DIP Loan shall be secured by a second mortgage, assignment of leases, rents, profits and proceeds on the Property, and security interest in the personal property of the Project in favor of the CRA, subordinate to the lien of the First Mortgage of the construction/permanent lender. The Borrower agrees that the First Mortgage shall include a provision requiring the First Mortgagee to give notice of default and an opportunity to cure in favor of the CRA. Borrower shall execute a negative pledge agreement in which it agrees not to further encumber the Property including the CRA Property. Any approvals of subsequent agreements required by Borrower or the First Mortgage lender as a condition of closing the DIP loan, shall be granted at the discretion of the CRA's Executive Director without any further approval of the governing body of the CRA, subject to approval of the CRA General Counsel.

LOCAL CONTRACTING: Borrower will use its best efforts to work with the Lender to notify local business firms, minority owned firms, women-owned firms or labor surplus area firms of the opportunity to submit bids for construction work on the Project, with the goal of achieving a minimum 30% participation for minorities. Further, Borrower shall use its best efforts to hire local business firms, minority owned firms, women owned firms for the operation and management of the residential and commercial uses within the Project and shall provide annual reports, in form, substance and content, acceptable to the CRA and its successors and/or assigns. The CRA reserves the right to record a Regulatory Agreement on the Property as a covenant running with the land.

LOAN DEFAULT: The occurrence of any one or more of the following Loan Defaults and the continuance thereof uncured or uncorrected for a period of 30 days, or longer period of time as may be necessary so long as Borrower is diligently pursuing cure, following proper notice, except for monetary defaults which shall have a grace period of 15 days and Lender shall not be required to give notice:

- 1) Borrower fails to maintain managerial control and decision-making authority over the Project until the DIP Loan is satisfied; or
- 2) A final order, judgment or decree is entered by any court of competent jurisdiction adjudicating the Borrower bankrupt or insolvent; or
- 3) Any misrepresentation made by Borrower in any material respect and which adversely affects the rights, duties and obligations of the CRA; or

- 4) Foreclosure proceedings have commenced against the Project; or
- 5) A default under the First Mortgage and subsequent failure to cure within applicable cure periods; or
- 6) Failure to make payments under the Forgivable Loan as they become due or pay the real property taxes and insurance on the Project; or
- 7) Such other commercially reasonable defaults as incorporated in the Development Agreement and other CRA loan documents.

MAINTENANCE/REPAIRS: Upon completion of the Project, Borrower, its successors and/or assigns, shall have a continuing obligation to maintain the Project in good repair and provide adequate insurance coverages at its expenses, all as set forth in the Development Agreement. All construction will be done in accordance with necessary approvals and the permitted and approved set of plans and specifications by the appropriate governing authority.

INSURANCE: The Borrower and/or the general contractor for the Project, as applicable, shall purchase and maintain at its own expense insurance, as may be required by the Lender and shall include the Lender as an "Additional Insured".

RIGHT TO AUDIT: Lender shall have the right to audit, at its expense, the books and records relating to the Project as may be reasonably required, and Borrower shall provide CRA with necessary information to conduct such audit.

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SIGNATURES ON FOLLOWING PAGE

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

AGENCY
FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY, a Community Redevelopment Agency created pursuant to Chapter 163, Part III, Florida Statutes

By 
Susan Grant,
Acting Executive Director

ATTEST:


David R. Soloman, CRA Secretary

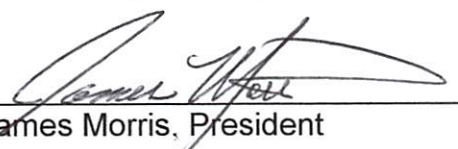



Lynn Solomon, Assistant General Counsel

Approved as to form and correctness:
Thomas J. Ansbro, General Counsel

AGREED TO AND ACCEPTED this 6 ^{September} of May 2024.

SIRROM COMMERCIAL, INC., a Florida for profit corporation


James Morris, President

THE CITY OF FORT LAUDERDALE, FLORIDA
OFFICE OF THE CITY MANAGER

AGENCY:
PORT LAUDERDALE CHAMBER OF
COMMERCE
1000 N. UNIVERSITY AVENUE
FORT LAUDERDALE, FLORIDA 33304
352.437.1234

[Signature]
City Manager

ALL OTHERS TO BE FORWARDED TO:
THE CITY MANAGER



DATE: 10/15/2011

FOR THE CITY MANAGER
CITY OF FORT LAUDERDALE
1000 N. UNIVERSITY AVENUE
FORT LAUDERDALE, FLORIDA 33304
352.437.1234

EXHIBIT "A"

(LEGAL DESCRIPTIONS OR SUMMARY)

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PARCEL ID 5042-04-11-0530

PARCEL 2:

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Aka: 1435 NW 6th Street, Fort Lauderdale, Florida 33311

PARCEL ID 5042-04-11-0570

PARCEL 3:

Lots 1 and 2, less road right of way, Block 3, of Lincoln Park Corrected Plat, according to the plat thereof, as recorded in Plat Book 5, Page 2, of the Public Records of Broward County, Florida.

Aka: 1423 NW 6th Street, Fort Lauderdale, Florida 33311

PARCEL ID 5042-04-11-0540

EXHIBIT "B"
SITE PLAN ILLUSTRATIONS

1429-1435 Sistrunk Blvd. Mixed Use Development

1429 - 1435 NW 6TH ST, FORT LAUDERDALE, FL 33311

DECEMBER 19, 2023



3D RENDERING OF SOUTHWEST CORNER
NOT TO SCALE

Design2Form

1429-1435 Sistrunk Blvd. Mixed Use Development

DECEMBER 19, 2023

1429 - 1435 NW 6TH ST, FORT LAUDERDALE, FL 33311



3D RENDERING OF SOUTHEAST CORNER
NOT TO SCALE

Design2Form



COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

RUSH

Today's Date: 9.5.24

26

DOCUMENT TITLE: LETTER OF INTENT- DIP/ SIRROM COMMERCIAL INC.

COMM. MTG. DATE: 5/21/24 CAM #: 24-0430 ITEM #: R-2 CAM attached: YES NO

Routing Origin: CAO Router Name/Ext: Erica K./ 6088 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.

1) Dept: CAO Router Name/Ext: Erica K./6088 # of originals routed: Date to CAO:

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

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

Date to CCO: 9.5.24

Lynn Solomon
Attorney's Name

LS
Initials

3) City Clerk's Office: # of originals: 2 Routed to: Donna V./Aimee L./CMO Date: 09/05/24

4) City Manager's Office: CMO LOG #: SEP11 Document received from: 9/16/24

Assigned to: SUSAN GRANT LAURA REECE
BEN ROGERS SUSAN GRANT as CRA Executive Director

APPROVED FOR S. GRANT'S SIGNATURE N/A FOR S. GRANT TO SIGN

PER ACM: S. Grant (Initial/Date) PER ACM: L. Reece (Initial/Date)

PENDING APPROVAL (See comments below)

Comments/Questions:

Forward originals to Mayor CCO Date:

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

6) City Clerk: Scan original and forwards originals to: Bob W./CRA/ xt. 4521 (please call for pick up)

Erica K. xt. 6088

Attach certified Reso # YES NO

Original Route form to Erica K./6088

* email scan

12018

16

10/20/90

10/21/90

10/22/90

Faint, illegible text covering the majority of the page, possibly bleed-through from the reverse side.