

**FIRST AMENDMENT TO FORT LAUDERDALE COMMUNITY
REDEVELOPMENT AGENCY PROPERTY AND BUSINESS
INVESTMENT IMPROVEMENT PROGRAM AGREEMENT
(\$295,695.00 or Less)
(Inside the Focus Area)**

THIS FIRST AMENDMENT TO FORT LAUDERDALE
COMMUNITY REDEVELOPMENT AGENCY PROPERTY AND BUSINESS
INVESTMENT IMPROVEMENT PROGRAM AGREEMENT is made and
entered into this ____ day of _____, 2022 by and between:

**FORT LAUDERDALE COMMUNITY
REDEVELOPMENT AGENCY**, a Community
Redevelopment Agency created pursuant to
Chapter 163, Part III, Florida Statutes,
hereinafter referred to as “Agency”,

and

THE BLUE TREE CAFÉ, LLC., a Florida
Limited Liability Company, hereinafter referred
to as “Developer”,

With the Joinder and Consent of

PROVIDENT FORT LAUDERDALE, LLC, a
Delaware limited liability company (“Property
Owner”)

WHEREAS, pursuant to Motion, approved at its meeting of October 15, 2013, the Agency authorized the creation of the Property and Business Investment/Improvement Program (“Program”); and

WHEREAS, the Program was subsequently amended by Motion on June 7, 2016 and on April 17, 2018; and

WHEREAS, The Blue Tree Café, LLC secured a Property and Business Investment Improvement Program (PBIIP) forgivable loan not to exceed \$225,000 for improvements to the property located at 612 NW 9th Avenue, Fort Lauderdale, FL 33311 (the “Property”) in accordance with the Property and Business Investment Improvement Program Agreement between the CRA and Developer dated June 28, 2021 (the “Agreement”); and

WHEREAS, the Developer has entered into a Lease with Provident Fort Lauderdale, LLC (the "Owner"), the owner of the Project Site, who will receive a substantial benefit from improvements to the Property; and

WHEREAS, the Owner agreed and consented to execute a second Mortgage to encumber the Property to secure the obligations under this Agreement and to secure the Note as described herein; and

WHEREAS, the Developer will occupy the Project Site and renovate the bay for use as a multi-brand virtual kitchen and restaurant; and

WHEREAS, to encourage the development within the Area, the Agency will contribute funds to be applied to completion of the Project; and

WHEREAS, on May 17, 2022, the Developer requested additional funding in the amount of \$70,695.00 to complete the project, due to unforeseen delays, change in scope, increases in construction costs and other improvements to the Property; and

WHEREAS, updated project plans showing new and additional construction are attached as Exhibit "A".

WHEREAS, the Developer desires to build out the structure on the Project Site for use as a multi-brand virtual kitchen and restaurant, serving vegan and healthful soul food; and

WHEREAS, on _____, 2022, the Agency recommended approval of the additional funding for this Project under the Program; and

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

TERMS

1. The recitals are true and correct and incorporated in the Agreement as amended by this First Amendment.
2. The following sections of the Agreement are modified as follows:

ARTICLE 2 DEFINITIONS

2.5 Agency Funds or Funding. The lesser of Two Hundred Ninety-Five

Thousand Six Hundred Ninety-Five and No/100 Dollars (\$295,695.00) or 90% of the Project Improvement Cost.

2.6 Agreement. This Agreement and any exhibits or amendments thereto.

2.28 Project Improvement Cost. Costs for the Project that are eligible for reimbursement with Agency Funds as shown on Exhibit "D" up to a maximum of 90% of the total Project Improvement Costs for the Project or \$295,695.00, whichever is less. The Agency shall only fund hard costs for the build out of the Property. Hard costs are costs for work, labor and materials required to build out a vanilla shell at Project Site. The Developer has represented that the total Project Improvement Cost, which includes renovations to the existing structure, is approximately \$328,550.00. An updated accounting of the Project Improvement Cost will be provided to the Agency in conjunction with the Developer's request for Agency Funds.

The following definitions are added to Article 2:

2.37 Promissory Note means promissory notes in substantially the form attached hereto as of Exhibits "F" and "G" hereto, payable to the order of the Agency in the principal amount of Two Hundred Ninety-Five Thousand Six Hundred Ninety-Five and No/100 Dollars (\$295,695.00), and in the amount of Seventy Thousand Six Hundred Ninety-Five and No/100 Dollars (70,695.00).

2.38 Property & Business Improvement Forgivable Loan means the funds provided by the Agency pursuant to this Agreement to fund eligible costs and expenses associated with substantial renovations, including interior improvements, restoration, rehabilitation and permanently attached fixtures/systems and hard and soft construction costs not to exceed Two Hundred Ninety-Five Thousand Six Hundred Ninety-Five and No/100 Dollars (\$295,695.00), which will be secured by a second priority mortgage, security interest, pledge, lien or other encumbrances and includes all modifications, renewals, extensions and replacements thereof and future advances thereunder.

All other definitions in Article 2 remain unchanged.

ARTICLE 6 PROJECT FINANCING

Section 6.2 (a) is deleted and replaced with the following:

6.2 Agency Funds-Forgivable Loan. Pursuant to the Agency's Program and the calculations submitted by the Developer and in consideration of the Developer developing the Project in accordance with the terms of this Agreement

and the Property and Business Investment Improvement Program Agreement, the Agency agrees to loan to the Developer for the Project the lesser of an amount not to exceed \$295,695.00 or 90% of the total Project Improvement Cost. Section 6.4 (a) is deleted and replaced with the following.

6.4 (a) Closing on Agency Funds. The Closing on Agency Funds for the forgivable loan shall occur on the date provided in the Project Schedule. As a condition to the Closing, Developer shall have entered into a Construction Contract executed by Developer and a Contractor for construction of the Project in accordance with the provisions of this Agreement. The Project Improvement Cost including the construction cost of the Project as shown in the executed Construction Contract and soft cost relating to construction consisting of permitting cost and architectural and engineering fees shall be used in the formula outlined herein to determine the amount of the loan. The total amount of Agency Funds shall be calculated at the time of Closing. In no event will the Agency Funds exceed the lesser of \$295,695.00 or 90% of the total Project Improvement Cost. Additional funding shall be made after Developer and Owner execute the Note and Mortgage Modification and such other documents requested by the Agency.

All other sections of Article 6 remain unchanged and are hereby ratified and confirmed by the Agency and Developer.

Ratification. The Agreement is hereby ratified and remains in full force and effect. Unless modified herein, all other terms and conditions remain unchanged.

IN WITNESS WHEREOF, the parties hereto have set their hands effective as of the date set forth in the introductory paragraph.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have set their hands effective as of the date set forth in the introductory paragraph.

AGENCY:

WITNESSES:

FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY, a body corporate and politic of the State of Florida created pursuant to Part III, Chapter 163

[Witness print or type name]

By: _____
Christopher J. Lagerbloom, ICMA-CM
Executive Director

ATTEST:

APPROVED AS TO FORM:
Alain Boileau, General Counsel

David R. Soloman, CRA Secretary

By: _____
Lynn Solomon, Assistant General
Counsel

WITNESSES:

[Witness print or type name]

[Witness print or type name]

STATE OF FLORIDA
COUNTY BROWARD

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 20__ by Sharon Allen as Manager of The Blue Tree Café, LLC, a Florida limited liability company on behalf of the company

Notary Public signature

Name Typed, Printed or Stamped

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

DEVELOPER:

The Blue Tree Café, LLC, a Florida
Limited Liability Company

By: _____

Title: Manager

Print Name: Sharon Allen

JOINDER AND CONSENT

THE OWNER JOINS IN AND CONSENTS AS TO THE EXECUTION OF THE MORTGAGE AND ANY MODIFICATIONS THEREOF, AND DECLARATION OF RESTRICTIVE COVENANTS AND ACKNOWLEDGES THAT IT ENCUMBERS THE PROPERTY AND SHALL CONSTITUTE A COVENANT RUNNING WITH THE LAND. THE OWNER ACKNOWLEDGES THAT IT HAS OR WILL RECEIVE A SUBSTANTIAL BENEFIT RESULTING FROM THE IMPROVEMENTS TO THE PROJECT SITE.

OWNER:

WITNESSES:

Provident Fort Lauderdale, LLC

By: _____

Title: Manager

Print Name: Eyal Peretz

[Witness print or type name]

[Witness print or type name]

STATE OF FLORIDA
COUNTY BROWARD:

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 20__ by Eyal Peretz as Manager of Provident Fort Lauderdale, LLC, a Florida limited liability company on behalf of the company.

Notary Public signature

Name Typed, Printed or Stamped

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

EXHIBIT "A"
LEGAL DESCRIPTION

Lot 29 and 30, Block 328, PROGRESSO, according to the Plat thereof as recorded in Plat Book 2, Page 18, Public Records of Dade County, Florida. said land situate lying and being in Broward County, Florida.

Parcel ID Number: 4942 34 07 8450

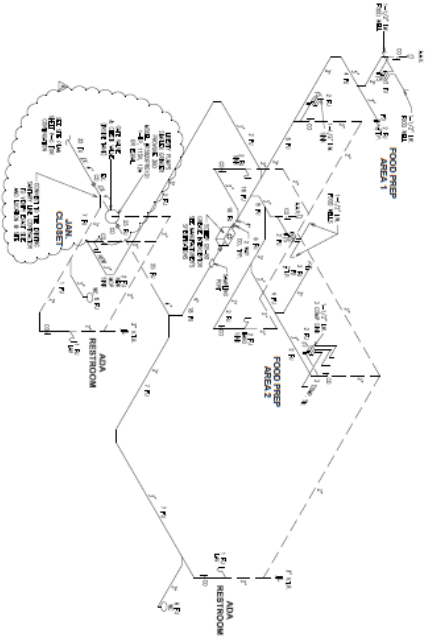
AND

Lot 31 through 34 inclusive, Block 328, PROGRESSO, according to the Plat thereof recorded in Plat Book 2, Page 18, Public Records of Dade County, Florida said land situate, lying and being in Broward County, Florida.

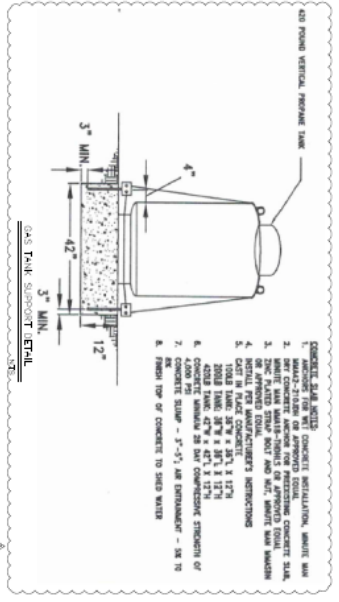
The property herein conveyed DOES NOT constitute the HOMESTEAD property of the Grantor. The Grantor's HOMESTEAD address is 243 71 Street, Miami Beach Fl 33141

Parcel ID Number: 4942 34 07 8460

EXHIBIT "B"
AMENDED PROJECT PLANS

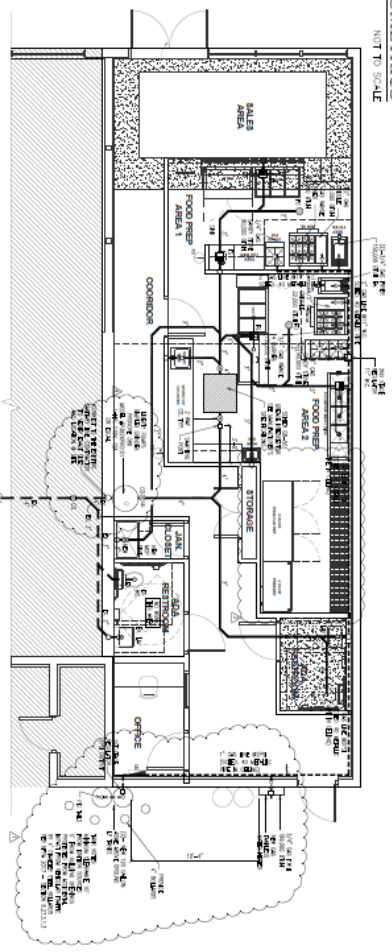


SANITARY AND GREASE ISOMETRICS
NOT TO SCALE



1. REMOVE EXISTING CONCRETE INSTALLATION, REMOVE SANITARY AND GREASE PIPING.
2. INSTALL 4" DIA. 1/2" THICK CONCRETE SLAB.
3. REMOVE SANITARY PIPING OF APPROVED QUALITY OR APPROVED EQUIVALENT.
4. INSTALL PER MANUFACTURER'S INSTRUCTIONS.
5. TOTAL THICKNESS SHALL BE 4" MIN.
6. CONCRETE SHALL BE 3000 PSI COMPRESSIVE STRENGTH OF 3000 PSI.
7. CONCRETE SHALL BE 3000 PSI COMPRESSIVE STRENGTH OF 3000 PSI.
8. FINISH TOP OF CONCRETE TO FINISH FLOOR.

CONCRETE SLAB DETAIL
SCALE: 1/4" = 1'-0"



SANITARY, GREASE & GAS PLAN
SCALE: 1/4" = 1'-0"

GREASE CALCULATIONS, NOTES & DETAILS
NOT TO SCALE

NOTE: ALL GREASE TRAPS SHALL BE INSTALLED IN THE MAIN DRAIN LINE OF THE BUILDING. THE MAIN DRAIN LINE SHALL BE INSTALLED IN THE MAIN DRAIN LINE OF THE BUILDING. THE MAIN DRAIN LINE SHALL BE INSTALLED IN THE MAIN DRAIN LINE OF THE BUILDING.

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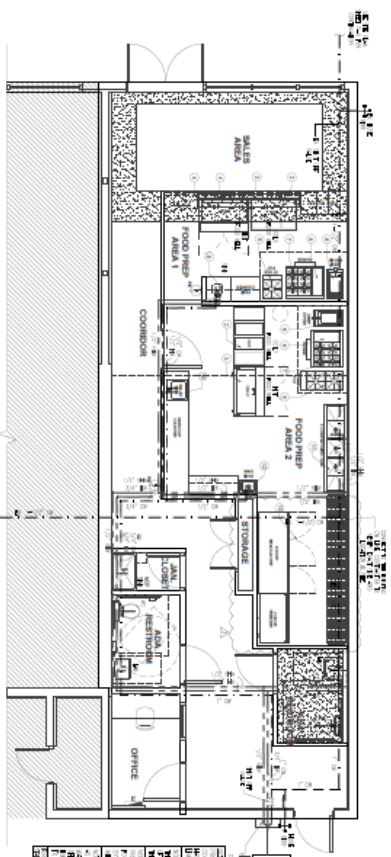
SAWING POINT DETAIL

SAWING POINT DETAIL

SAWING POINT DETAIL

NO.	QTY	DESCRIPTION	MANUFACTURER	MODEL NO.	REMARKS
1	1	1" NPT FLEXIBLE CONNECTION	ALLEN BRONX	1" NPT	
2	2	1" NPT FLEXIBLE CONNECTION	ALLEN BRONX	1" NPT	
3	2	1" NPT FLEXIBLE CONNECTION	ALLEN BRONX	1" NPT	
4	2	1" NPT FLEXIBLE CONNECTION	ALLEN BRONX	1" NPT	
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99	2	1" NPT FLEXIBLE CONNECTION	ALLEN BRONX	1" NPT	
100	2	1" NPT FLEXIBLE CONNECTION	ALLEN BRONX	1" NPT	

EQUIPMENT SCHEDULE



WATER PLAN

Digitally signed
 by Raja
 Buchanan
 Date: 2022.02.09
 14:10:36 -05'00'

BUCHANAN P.E. CONSULTING INC.
 1400 N.W. 11th Avenue, Suite 100
 Ft. Lauderdale, FL 33309
 Phone: (954) 571-1010
 Fax: (954) 571-1011
 www.buchananpe.com

<p>THE BLUE TREE CAFE</p> <p>612 NW 9TH AVENUE, FORT LAUDERDALE, FLORIDA 33311</p>	<p>STEVEN L. COHEN AND ASSOCIATES, P.A. ARCHITECTS - INTERIOR DESIGNERS</p> <p>5295 TOWN CENTER ROAD, SUITE 202 BOCA RATON, FLORIDA 33486 PHONE (954) 971-1010 WWW.SLCA.COM</p>	<p>1. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2018 FLORIDA BUILDING CODE AND ALL APPLICABLE LOCAL ORDINANCES.</p> <p>2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPLICABLE AGENCIES.</p> <p>3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF ALL FIELD CONDITIONS AND SURVEY DATA.</p> <p>4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.</p> <p>5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ACCESS TO ALL ADJACENT PROPERTIES AND PUBLIC AREAS.</p> <p>6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INSURANCE COVERAGE.</p> <p>7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY LABOR AGREEMENTS.</p> <p>8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY TRADE AGREEMENTS.</p> <p>9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY SUBMITTALS.</p> <p>10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY TESTS AND REPORTS.</p> <p>11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY AS-BUILT DRAWINGS.</p> <p>12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY RECORD DRAWINGS.</p> <p>13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY FINAL INSPECTION AND APPROVALS.</p> <p>14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY FINAL PAYMENTS.</p> <p>15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY FINAL DOCUMENTS.</p>
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EXHIBIT "C"
PROJECT SCHEDULE

Effective Date of Agreement	Full execution of the Agreement
Developer Obtains all government approvals and permits	Within Sixty (60) days from the Effective Date of the Agreement
Commencement Date	Immediately
Completion Date: Building permit has been inspected and passed by Building Official and building received Certificate of Occupancy	Within Sixty (60) Days after Commencement Date
*Closing Date	Date on which all conditions precedent in section 6.4 of this Agreement are satisfied

EXHIBIT "D"
 BUDGET – PROJECTED AGENCY FUNDING
 (Updated Cost Estimate)

Construction Costs			
D&S Construction (contractor)			\$187,608.75
Change Order #1			[-4,000.00]
Change Order #2			12,906.00
Change Order #3			718.00
Roofing			5,000.00
Amerigas			9,614.56
Lighting			734.02
Flooring			<u>16,602.78</u>
Subtotal			\$229,184.11
Equipment			
Two (2) stove hoods			\$39,825.00
Restaurant Equipment			<u>38,000.00</u>
Subtotal			\$77,825.00
Architect			\$13,175.00
K & K Design			3,375.00
Permits			<u>4,991.82</u>
Subtotal			\$21,541.82
TOTAL UPDATED PROJECT COST			\$328,550.93
Developer Contribution (10%)			-\$32,855.93
			\$295,695.00
Initial CRA Funding			<u>-\$225,000.00</u>
Shortage Amount			-\$70,695.00
SOURCES		USES	
Total CRA Funding	\$295,695.00	Updated Project Cost	\$229,184.11
Developer Contribution	<u>32,855.93</u>	Restaurant Equipment / Hoods	77,825.00
		Architect/Design/ Permits	<u>21,541.82</u>
TOTAL	\$328,550.93	TOTAL	\$328,550.93

EXHIBIT "E"

MORTGAGE MODIFICATION AGREEMENT

This instrument prepared by:
Lynn Solomon, Esq.
Assistant City Attorney
Fort Lauderdale CRA
914 Sistrunk Blvd, Suite 200.
Fort Lauderdale, FL 33311

(Space above this line for recording data)

Note to Clerk: THIS INSTRUMENT IS A MODIFICATION OF A PRIOR MORTGAGE RECORDED UNDER INSTRUMENT NO. 117412832.

DOCUMENTARY STAMPS IN THE AMOUNT OF \$787.50 WERE PREVIOUSLY PAID. ADDITIONAL DOCUMENTARY STAMPS SHALL BE PAID. THE FACE AMOUNT OF THE SUBSEQUENT NOTE IS \$70,695.00.

MORTGAGE MODIFICATION AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2022, by and between Fort Lauderdale Community Redevelopment Agency created pursuant to Chapter 163, Part III, Florida Statutes ("Mortgagee"), whose mailing address is 914 Sistrunk Blvd., Suite 200, Fort Lauderdale, Florida 33311 and Provident Fort Lauderdale, LLC, a Florida Limited Liability Company (the "Maker/Mortgagor"), whose mailing address is 900 NW 6 Street, Fort Lauderdale, FL 33311, is as follows.

W I T N E S S E T H:

WHEREAS, The Blue Tree Café, LLC, a Florida Limited Liability Company ("Maker"), has executed a Promissory Note (the "Initial Note") dated June 18, 2021 in the principal amount \$225,000 in favor of Mortgagee to fund improvements to the Property described below; and

WHEREAS, The Blue Tree Café, LLC has requested additional funds in the amount of \$70,695.00 as evidenced by that Promissory Note (the "Subsequent Note") in favor of Mortgagee; and

WHEREAS, as condition to making the loan, the Mortgagee requires a security interest in the real property described in Exhibit "A" attached hereto and to acknowledge the lien of the Mortgage as amended is intended to secure the Initial Note and Subsequent Note; and

WHEREAS, the owner of the Property is Provident Fort Lauderdale, LLC, a Florida Limited Liability Company, will receive a substantial benefit related to the improvements to

the Property.

WHEREAS, this Mortgage Modification Agreement is intended to modify that Mortgage ("Mortgage") dated June 18, 2021, in favor of Mortgagee, said Mortgage recorded under Instrument no. 116233832, Public Records of Broward County, Florida, encumbering that certain real property situate in Broward County, Florida, more particularly described as follows:

See Attached Exhibit "A"

and,

WHEREAS, upon request of the Mortgagor, Mortgagee agrees to modify the terms of the Mortgage as more particularly set forth hereinafter and

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is acknowledged by the parties, it is agreed as follows:

- 1) The above recitals are true and correct and are incorporated herein by reference as if set forth in full.
- 2) The Mortgagor hereby agrees to amend the Mortgage as follows:

The Mortgage is deemed to secure the Initial Note and Subsequent Note (collectively the "Notes") as defined herein. Mortgagor hereby acknowledges and agrees that the Mortgage and Notes are valid and enforceable and Mortgagor hereby expressly covenants, warrants and agrees that all the terms, conditions, covenants and warranties contained therein are hereby ratified and confirmed and shall remain in full force and effect, and constitute the binding and valid obligations of Mortgagor unto Mortgagee, in accordance with their respective terms, except as expressly modified herein, without set-off, defense or counterclaim.

- 3) The Property secured by the Mortgage, as amended, and loan documents executed in connection therewith shall in all respects be subject to the lien, charge and encumbrance of the Mortgage and nothing contained herein shall constitute a novation or in any way adversely affect, disturb or impair the lien, validity, charge or encumbrance of the Mortgage and the loan documents executed in connection therewith or the priority thereof over other liens, charges, encumbrances or conveyances and the Mortgage shall remain a valid second lien encumbering the Property. The parties hereto acknowledge and agree that Maker is not released from or relieved of any of the liabilities or obligations on the Notes and that Mortgagee hereby reserves all of its rights against all parties who may be primarily or secondarily liable.
- 4) Maker shall be responsible for the payment of all costs, incident to this

Modification, including attorneys' fees and costs for Mortgagee's counsel and state recording taxes, documentary stamp tax and intangible tax, if any.

5. Mortgagor and Maker expressly warrants, covenants, and represents to Mortgagee and agrees that there are no claims, off-sets or defenses whatsoever to the validity or enforceability of the Mortgage and Notes or any portion of the loan evidenced thereby nor does Mortgagor or Maker have any claims, set-offs, defenses or credits of any kind or nature whatsoever against the Mortgagee which would reduce or eliminate all or any part of its liability under the Notes and Mortgage or loan documents executed in connection therewith. Mortgagor and Maker hereby releases any right of action, defenses, set-offs and claims he/she/it may have against Mortgagee arising from any matter existing prior to the execution of this Agreement.
6. Mortgagor warrants and represents to Mortgagee as follows:
 - a. To the best of his/her/its knowledge, (a) the Property is now and at all times hereafter will continue to be in full compliance with all federal, state and local environmental laws and regulations, including but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Public Law No. 96-510, 94 Stat. 2767, 42 USC 9601 et seq., and the Superfund Amendments and Reauthorization Act of 1986 (SARA), Public Law No. 99-499, 100 Stat. 1613, and (b) (i) to the best of their knowledge, as of the date hereof, there are no hazardous materials, substances, wastes or other environmentally regulated substances (including without limitation, any materials containing asbestos) located on, in or under the Property or used in connection therewith, or (ii) Mortgagor has fully disclosed to Mortgagee in writing the existence, extent and nature of any such known hazardous materials, substances, wastes or other environmentally regulated substances, which Mortgagor is legally authorized and empowered to maintain on, in or under the Property or used in connection therewith, and Mortgagor has obtained and will maintain all licenses, permits and approvals required with respect thereto, and is in full compliance with all the terms conditions and requirements of such licenses, permits and approvals. Mortgagor further warrants and represents that it will promptly notify Mortgagee of any known change in the nature or extent of any hazardous materials, substances or wastes maintained on, in or under the Property or used in connection therewith, and will transmit to Mortgagee copies of any citations, orders, notices or other material governmental or other communications received with respect to any other hazardous materials, substances, wastes or other environmentally regulated substances affecting the Property.

Mortgagor and Maker shall indemnify and hold Mortgagee harmless

from and against any and all damages, penalties, fines, claims, liens, suits, liabilities, costs (including clean-up costs), judgments and expenses (including attorneys', consultants, or experts' fees and expenses) of every kind and nature suffered by or asserted against Mortgagee as a direct or indirect result of any warranty or representation made by Mortgagor or Maker in the preceding paragraph being false or untrue in any material respect or any requirement under any law, regulation or ordinance, local, state or federal, which requires the elimination or removal of any hazardous materials, substances, waste or other environmentally regulated substances by Mortgagee, Mortgagor or any transferee of Mortgagor or Mortgagee.

Mortgagor's and Maker obligations hereunder shall not be limited to any extent by the term of the Notes secured hereby, and, as to any act or occurrence prior to payment in full and satisfaction of said Notes which gives rise to liability hereunder, shall continue, survive and remain in full force and effect notwithstanding payment in full and satisfaction of said Notes and the Mortgage or foreclosure under the Mortgage, or delivery of a deed in lieu of foreclosure.

- b. The Mortgagor is the fee simple owner of the Property; other than the first mortgage, there are no other lien owners or mortgagees who have any encumbrances against the Property; the Mortgage is a second lien on the Property, no third party will be adversely affected by the actions taken herein; and these representations will be relied upon by Mortgagee and constitute a material inducement for Mortgagee to accept this Agreement; and
 - c. The Mortgagor and Maker have the full capacity, right, and authority to execute and deliver this Agreement, and all documents pursuant hereto, and all formal requirements necessary or required by any governmental authority or any partnership or corporate agreement or any other agreement have been fully complied with. The individual signing this Agreement and all other documents executed pursuant hereto on behalf of the Mortgagor is duly authorized to sign the same on behalf of the Mortgagor. The provisions of this Agreement and the obligations, covenants and agreements contained herein are and shall be legal, valid, and binding upon and enforceable against the Mortgagor and Maker in accordance with their respective terms.
7. In the event that any suit or action be brought to enforce or interpret the terms of this Agreement, all costs of such litigation, including, but not limited to, reasonable attorney fees and costs through all trial and appellate levels, to include without limitation, any proceedings pursuant to the Bankruptcy Laws of the United States, shall be paid by Mortgagor.

8. Mortgagor agrees to execute, acknowledge and deliver to Mortgagee and cause to be done, executed, and acknowledged and delivered all further acts, assignments, assurances, and documents as shall be requested of Mortgagor in order to carry out this Agreement and the Mortgage, Notes, and related documents to give effect thereto.
9. The terms and conditions of the Mortgage and Notes and loan documents executed in connection therewith are amended and modified to include all of the provisions contained in this Agreement as if fully set forth therein. The provisions of this Agreement shall control in the event of any conflict with the provisions of any such loan documents, the unaffected provisions of which are specifically reaffirmed and incorporated herein by reference.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, this Mortgage has been duly signed and sealed by the Mortgagor on or as of the day and year first above written.

WITNESSES:

MORTGAGOR:

Provident Fort Lauderdale, LLC, a Florida
Limited Liability Company

[Witness-print or type name]

Title: Manager
Print Name: Eyal Peretz

[Witness-print or type name]

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization this _____ day of _____, 20___ by Eyal Peretz as Manager of Provident Fort Lauderdale, LLC, a Florida limited liability company. He is personally known to me or has produced _____ as identification.

(SEAL)

Notary Public, State of Florida
(Signature of Notary taking
Acknowledgment)

Name of Notary Typed,
Printed or Stamped

My Commission Expires:

Commission Number

EXHIBIT "A"

LEGAL DESCRIPTION

Lot 29 and 30, Block 328, PROGRESSO, according to the Plat thereof as recorded in Plat Book 2, Page 18, Public Records of Dade County. Florida. said land situate lying and being in Broward County. Florida.

Parcel ID Number: 4942 34 07 8450

AND

Lot 31 through 34 inclusive, Block 328, PROGRESSO, according to the Plat thereof recorded in Plat Book 2, Page 18, Public Records of Dade County. Florida said land situate, lying and being in Broward County. Florida.

The property herein conveyed DOES NOT constitute the HOMESTEAD property of the Grantor. The Grantor's HOMESTEAD address is 243 71 Street, Miami Beach Fl 33141

Parcel ID Number: 4942 34 07 8460

EXHIBIT "F"
PROMISSORY NOTE

THIS INSTRUMENT PREPARED BY:

Lynn Solomon
City Attorney's Office
City of Fort Lauderdale
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

\$70,695.00

Fort Lauderdale, Florida
_____, 20____

FOR VALUE RECEIVED, the undersigned The Blue Tree Café, LLC, a Florida limited liability company (the "Maker") promises to pay to the order of the FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY, a Community Redevelopment Agency created pursuant to Chapter 163, Part III, Florida Statutes (the "Agency") or its successors in interest, the principal amount of Seventy Thousand Six Hundred-Ninety-Five and 00/100 Dollars (\$70,695.00) or so much as shall be advanced under this Note.

- I. TERM: The term of this loan is five (5) years from the Project Completion Date as contemplated in the Fort Lauderdale Community Redevelopment Agency Property and Business Investment Improvement Program Agreement, as amended, between Maker and Agency dated _____, 20____ (the "Agreement") such Agreement being on file with the City Clerk of the City of Fort Lauderdale, Florida, 100 North Andrews Avenue, Fort Lauderdale, Florida.
- II. INTEREST RATE: The interest rate on the principal amount of the loan shall be zero percent (0%) per annum, except in any event of default under this Note, the Mortgage (as hereinafter defined) or the Agreement in which case the maximum legal interest rate shall be applied to the principal amount due and owing commencing thirty (30) days after the date of an event of default.
- III. PAYMENT: Payment on the principal amount of the loan shall not be required so long as the property is not sold or transferred for a five (5) year period following the Project Completion Date and the Property continues to be used for the Project as contemplated by the Agreement for a five (5) year period following the Project Completion Date and the Developer is not in default of any provision of the Agreement. After 5 years from the Project Completion Date, the principal balance due shall be reduced to zero provided Maker has complied with all the terms of the Agreement and is not in default. Payment of the entire principal amount, plus the maximum interest rate allowable by applicable law is due immediately: (1) upon the sale, transfer or refinance of the property legally

described in the Mortgage within five (5) years from the Project Completion Date; or (2) should there be any uncured event of default as described in this Note, the Mortgage, or the Agreement within five (5) years from the Completion Date.

Payment of the principal amount and all interest on this Note shall be made in lawful money of the United States paid at:

Fort Lauderdale Community Redevelopment Agency
100 North Andrews Avenue
Fort Lauderdale, FL 33301

or such other place as shall be designated by the holder of this Note in writing.

SECURITY: This Note is secured by a Mortgage, as amended, on real estate owned by Provident Fort Lauderdale, LLC, in favor of Agency, dated _____, 20__ duly filed in the public records of Broward County, Florida (the "Mortgage"). The Agency agrees to look solely to the real estate described in the Mortgage as security for this Note in part or in full, at any time to satisfy the debt established by this Note.

IV. WAIVER: The Maker of this Note further agrees to waive demand, notice of non-payment and protest, and to the extent authorized by law, any and all exemption rights which otherwise would apply to the debt evidenced by this Note. In the event suit shall be brought for the collection hereof, or the same has to be collected upon demand of an attorney, the Maker agrees to pay all costs of such collection, including reasonable attorney's fees and court costs at the trial and appellate levels. Failure of the Agency to exercise any of its rights hereunder shall not constitute a waiver of the right of Agency to exercise the same.

V. GOVERNING LAW: This note is to be construed and enforced according to the laws of the State of Florida.

Maker:
The Blue Tree Café, LLC,
a Florida Limited Liability Company (Developer)

By: _____
Print Name: Sharon Allen
Title: Manager

EXHIBIT "G"

RESTATED AND CONSOLIDATED PROMISSORY NOTE

THIS INSTRUMENT PREPARED BY:

Lynn Solomon
City Attorney's Office
City of Fort Lauderdale
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

\$295,695.00

Fort Lauderdale, Florida
_____, 20____

RESTATED AND CONSOLIDATED PROMISSORY NOTE

THIS NOTE RESTATES AND CONSOLIDATES THAT PROMISSORY NOTE DATED JUNE 18, 2021 IN THE PRINCIPAL AMOUNT OF \$225,000 BETWEEN THE MAKER (DEFINED BELOW) AND THE AGENCY (DEFINED BELOW) AND THAT PROMISSORY NOTE DATED _____ IN THE PRINCIPAL AMOUNT OF \$70,695.00 BETWEEN THE MAKER AND THE AGENCY

FOR VALUE RECEIVED, the undersigned The Blue Tree Café, LLC, a Florida limited liability company (the "Maker") promises to pay to the order of the FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY, a Community Redevelopment Agency created pursuant to Chapter 163, Part III, Florida Statutes (the "Agency") or its successors in interest, the principal amount of Two Hundred Ninety-Five Thousand Six Hundred Ninety-Five and 00/100 Dollars (\$295,695.00) or so much as shall be advanced under this Note.

- VI. TERM: The term of this loan is five (5) years from the Project Completion Date as contemplated in the Fort Lauderdale Community Redevelopment Agency Property and Business Investment Improvement Program Agreement, as amended, between Maker and Agency dated _____, 20____, as amended, (the "Agreement"), such Agreement being on file with the City Clerk of the City of Fort Lauderdale, Florida, 100 North Andrews Avenue, Fort Lauderdale, Florida.
- VII. INTEREST RATE: The interest rate on the principal amount of the loan shall be zero percent (0%) per annum, except in any event of default under this Note, the Mortgage (as hereinafter defined) or the Agreement in which case the maximum legal interest rate shall be applied to the principal amount due and owing commencing thirty (30) days after the date of an event of default.

- VIII. PAYMENT: Payment on the principal amount of the loan shall not be required so long as the Property is not sold or transferred for a five (5) year period following the Project Completion Date and the Property continues to be used for the Project as contemplated by the Agreement for a five (5) year period following the Project Completion Date, Sharon Allen maintains an active role in the operation and management of the Project, and owns 100% interest in the Developer and the Developer is not in default of any provision of the Agreement. After 5 years from the Project Completion Date, the principal balance due shall be reduced to zero, provided Maker has complied with all the terms of the Agreement and is not in default. Payment of the entire principal amount, plus the maximum interest rate allowable by applicable law is due immediately: (1) upon the sale, transfer or refinance of the property legally described in the Mortgage within five (5) years from the Project Completion Date; or (2) should there be any uncured event of default as described in this Note, the Mortgage, or the Agreement within five (5) years from the Completion Date.

Payment of the principal amount and all interest on this Note shall be made in lawful money of the United States paid at:

Fort Lauderdale Community Redevelopment Agency
100 North Andrews Avenue
Fort Lauderdale, FL 33301

or such other place as shall be designated by the holder of this Note in writing.

- IX. SECURITY: This Note is secured by a second Mortgage, as amended, on real estate owned by Provident Fort Lauderdale, LLC in favor of Agency, dated _____, 20____ duly filed in the public records of Broward County, Florida (the "Mortgage"). The Agency agrees to look solely to the real estate described in the Mortgage as security for this Note in part or in full, at any time to satisfy the debt established by this Note.
- X. WAIVER: The Maker of this Note further agrees to waive demand, notice of non-payment and protest, and to the extent authorized by law, any and all exemption rights which otherwise would apply to the debt evidenced by this Note. In the event suit shall be brought for the collection hereof, or the same has to be collected upon demand of an attorney, the Maker agrees to pay all costs of such collection, including reasonable attorney's fees and court costs at the trial and appellate levels. Failure of the Agency to exercise any of its rights hereunder shall not constitute a waiver of the right of Agency to exercise the same.
- XI. GOVERNING LAW: This note is to be construed and enforced according to the laws of the State of Florida.

SIGNATURE PAGE FOLLOWS

Maker:

The Blue Tree Café, LLC,
a Florida Limited Liability Company (Developer)

By: _____

Print Name: Sharon Allen

Title: Manager