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FORT LAUDERDALE COMMUNITY REDEVELOPME DEVELOPMENT AGREEMENT FOR STREETSCAPE ENHANCEMENT PROGRAM

($100,000.00 or Less)

(Inside the Focus Area)

THIS AGREEMENT is made and entered into this 27 day of March, 2025 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

Call of Africa Realty, Inc., a Florida Profit Corporation, hereinafter referred to as "Developer",

This Development Agreement for Streetscape Enhancement Program (the "Agreement") is entered into this 27 day of March, 2025 and between the Fort Lauderdale Community Redevelopment Agency, a community redevelopment agency created pursuant to Part III, Chapter 163, Florida Statutes (the "Agency") and Developer.

WHEREAS, the Agency desires to encourage and assist projects in its area of operation which furthers the purposes and goals of the Community Redevelopment Plan for the Community Redevelopment Area; and

WHEREAS, the Developer owns the Property (as described in Exhibit "A") and is constructing the Project in the Community Redevelopment Area; and

WHEREAS, on July 24, 2024, the Advisory Board for Central City Community Redevelopment Area was presented with the Developers Project, and in a voice vote, the advisory board voted unanimously to recommend approval of the funding; and

WHEREAS, the Agency authorized execution of an agreement with the Agency, providing for a forgivable loan to be paid to the Developer through the Agency's Streetscape Program to cover a portion of the costs related to the construction of streetscape improvements in connection with the development of the Project; and

NOW, THEREFORE, for and in consideration of the recitals, the mutual promises, covenants and agreements contained herein and for other good and valuable

consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1
Definitions

1.1. Agency means the Fort Lauderdale Community Redevelopment Agency.

1.2. Agency Authorized Representative means the Agency's Executive Director or his designee.

1.3. Agency Staff means the staff of the Agency, whether employees or contract employees.

1.4. Agreement means this Agreement for development of the Project on the Property.

1.5. Certificate of Occupancy means the CO issued by the City or other appropriate Governmental Authority for the entire Project that allows the Project to be occupied, opened for business and used as contemplated by this Agreement. For purposes of Project Completion Date, a TCO shall not constitute a Certificate of Occupancy.

1.6. City means the City of Fort Lauderdale, Florida, a Florida municipal corporation.

1.7. Commercially Reasonable Efforts means that level of effort which a prudent business would undertake in circumstances which are the same as or substantially similar to the circumstances referred to or described, but without any obligation to incur any unreasonable or unduly burdensome expenses or obligations or any guaranty of completion or results.

1.8. Community Redevelopment Area means the Central City Community Redevelopment Area, located within the corporate limits of the City and constituting an area in which conditions of blight exist and in which the Agency may carry out community redevelopment projects pursuant to Part III, Chapter 163, Florida Statutes, as amended, as found and declared by the City Commission in Resolution No. 12-02 adopted on January 5, 2012, approving the Middle River-South-Middle River Sunrise Boulevard Community Redevelopment Plan, confirmed by Resolution No. 12-038 adopted by the Broward County Board of Commissioners on January 31, 2012, and subsequently amended by Resolution No. 13-30 by the City Commission to change the name of the Area to Central City Redevelopment Area or Central City CRA and as subsequently amended.

1.9. County means Broward County, Florida, a political subdivision of the State of Florida.

1.10. Developer means Call of Africa Realty, Inc., a Florida Profit Corporation.

1.11. Developer's Lender means the financial institution or other person which has provided financing to Developer for the acquisition, design, development, construction, ownership, use or operation of the Project or any part thereof.

1.12. Developer Streetscape Improvements means the following street improvements: Installation of new landscaping, sidewalk replacement and pedestrian light poles within the public right of ways of 920 NE 13th Street, Fort Lauderdale, FL 33304. All such Developer Streetscape Improvements are as more particularly described on **Exhibit "B"** attached hereto and made a part hereof.

1.13. Plans and Specifications means architectural, engineering and construction documents constituting the concept documents, preliminary plans and drawings, schematic design documents, design development documents and construction documents for the Project as shown on **Exhibit "C"** attached hereto and made a part hereof.

1.14. Effective Date means the date on which this Agreement is executed and delivered by both the Agency and the Developer.

1.15. Governmental Authorities means all state, city, county, administrative or other governmental authorities which now or hereafter have jurisdiction, review, approval or consent rights relating to the design, development, construction, ownership, occupancy or use of the Property or the Project.

1.16. Permits and Approvals means any and all development, zoning, platting, subdivision, site plan, design, Plans and Specifications, construction permit and other applicable permits and approvals and variances, if necessary, from all applicable Governmental Authorities pertaining to the Project and the Property.

1.17. Person means any individual, corporation, firm, partnership, trust, association, limited liability company or other entity of any nature.

1.18. Project Improvements in the public Right-of-Way or easement areas, including landscaping, sidewalk and pedestrian light poles installation.

1.19. Project Completion Date means the date on which the construction of the entire Project is substantially complete, and the Certificate of Occupancy has been issued by the appropriate Governmental Authority.

1.20. Property means the parcel of land owned by Developer on which the Project will be located as described on **Exhibit "A"** attached hereto and made a part hereof.

1.21. Redevelopment Plan means the Central City Redevelopment Area Plan adopted by the City Commission on January 5, 2012, as amended, a copy of which is on file with the Agency.

1.22. Reimbursement Amount means an amount not to exceed the lesser of Fifty-Four Thousand, Five Hundred Sixty-Two Dollars ($54,562.00) or 90% of the eligible costs under the Agency's Streetscape Program to be paid by the Agency to the Developer in consideration of the installation and construction of the Developer Streetscape Improvements upon Project Completion. For purposes hereof, the term Developer's Costs shall include the Developer's costs and expenses incurred for the making improvements or constructing the Developer Streetscape Improvements that are construction costs, costs to bring utilities to the site, site preparation costs, lighting, landscaping, paving and fencing as approved with the Plans and Specifications. No improvements being funded under any other CRA program is eligible for reimbursement.

1.23. TCO means a temporary certificate of occupancy issued by the City or other applicable Governmental Authority for all or a portion of the Project.

ARTICLE 2
Findings

The parties to this Agreement do hereby find and acknowledge the following:

2.1. The City Commission of the City adopted Resolution No. 10-108 finding the existence of blight conditions in the Community Redevelopment Area, as more particularly described in that Resolution, in which the Property is located.

2.2. The Agency for the Area was created by Resolution No. 10-108 adopted on April 20, 2010 by the City Commission of the City pursuant to part III of Chapter 163, Florida Statutes.

2.3. By adoption by the City Commission of Resolution No. 12-02, the Redevelopment Plan was adopted on January 5, 2012 and has been amended.

2.4. By adoption of Resolution No. 12-038 on January 31, 2012, the Broward County Board of County Commissioners approved the Redevelopment Plan, and such plan has been subsequently amended in 2013 and 2018.

2.5. The Redevelopment Plan contemplates redevelopment in the Community Redevelopment Area.

2.6. Pursuant to the Redevelopment Plan, it is contemplated that the Agency will provide funding for certain streetscape improvements in the Community Redevelopment Area.

2.7. Developer owns the Property and has submitted plans for review for the construction of the Project on the Property.

2.8. The Project is consistent with and furthers the provisions of the Redevelopment Plan and the Agency desires to encourage redevelopment of the Property for use for the Project and to encourage Developer in its development, design, construction, use, ownership and operation of the Project.

2.9. Certain street improvements, which will include, but are not limited to, the Developer Streetscape Improvements are required to support the Project and will be necessary for the successful development of the Project.

2.10. Intentionally omitted.

2.11. The Contractor (to be identified at a later date) will be licensed and uniquely qualified to undertake the Developer Streetscape Improvements.

ARTICLE 3
Project Overview

3.1. Project Development. Developer shall be responsible for all aspects of development of the Project. The only obligations of the Agency shall be as specifically provided herein.

3.2. Determinations by Agency. The Agency hereby determines that the Project is consistent with and furthers the goals and objectives of the Redevelopment Plan and that its design, development, construction, ownership, use and operation will promote the health, safety, morals and welfare of the residents of the Area.

3.3. Termination if Construction not Completed. In the event that the Developer has not completed construction of the Developer Streetscape Improvements as set forth in this Agreement, then this Agreement may be terminated by the Agency.

ARTICLE 4
Obligations of the Parties

4.1. Developer. Developer shall use Commercially Reasonable Efforts to obtain or cause to be obtained all Permits and Approvals, including, without limitation, all permits, consents, replatting (if necessary) and subdivision variances, waivers and other approvals necessary under applicable law for the design, development, construction, operation and use of the Project as described in the Plans and Specifications, which shall include, when applicable, the timely filing of necessary applications, with permit fees when required, the prosecution of the application to the same extent as used by the party charged with the effort as such party has devoted to the approvals, timely follow through with such amendments and revisions or additions to the documentation required by the application or other process as shall be customary with like kind projects of economic magnitude in the Broward County area, and the prompt payment of costs and fees associated therewith. Prior to the issuance of the Certificate of Occupancy, Developer shall

not abandon construction of the Project, which shall mean the cessation of meaningful construction work on the Project for a period of 120 days or more. For purposes of this Section 4.1, "meaningful construction work on the Project" shall be the standard set forth in the applicable building code for purposes of maintaining any Permits and Approvals. The Developer shall maintain all Permits and Approvals for the Project and agrees to observe all applicable laws and requirements of all applicable Governmental Authorities in connection with the Project.

4.2. Developer Streetscape Improvements. Developer shall design, construct and install the Developer Streetscape Improvements as provided herein. The Agency shall be responsible for paying the Reimbursement Amount directly to Developer in one payment no earlier than the Project Completion Date. Developer shall notify the Agency of such completion and send the Agency a request for the Reimbursement Amount along with such documentation as may be reasonably necessary to evidence the actual costs paid by the Developer for the Developer Streetscape Improvements. The CRA agrees to reimburse the Developer up to the Reimbursement Amount subject to the terms and conditions contained herein. In order to be eligible for reimbursement, the Developer shall submit paid invoices for all eligible costs, materials and expenses, proof the Developer paid for such invoices and all other documentation required by the CRA (including release of liens, if applicable) and the CRA shall reimburse the Developer for such costs and expenses within forty five (45) days after receipt of the proper paid invoices and other required documentation referenced herein to the CRA in accordance with Exhibit D. All construction reimbursement costs submitted will be evaluated for reimbursement against the Project Construction Pricing and Material list attached as **Exhibit "D"** to the Development Agreement.

4.3. Permits and Approvals. As of the Effective Date, the Plans and Specifications have been submitted to the City and the Broward County by Developer and are under review.

4.4. Developer Ad Valorem Tax Payments. Developer shall be obligated to pay all ad valorem property taxes due upon the Property and the Project as required by Florida law.

4.6. Approval of Agreement.

4.6.1 The Agency hereby represents and warrants to Developer that the execution and delivery hereof have been approved at duly convened meetings of the Agency and the same is binding upon the Agency.

4.6.2 Developer hereby represents and warrants to the Agency that (i) the execution and delivery hereof have been approved by all parties whose approval is required under the terms of the governing documents creating Developer, (ii) this Agreement does not violate any of the terms or

conditions of such governing documents and the same is binding upon Developer and enforceable against it in accordance with its terms; (iii) the Persons executing this Agreement on behalf of Developer are duly authorized and empowered to execute the same for and on behalf of the Developer; (iv) Developer is a Florida limited liability company and is duly authorized to transact business in the State of Florida; and (v) this Agreement does not violate the terms of any other agreement to which the Developer is a party.

4.7. Developer shall immediately notify agency in writing of any pending, or to the knowledge of the Developer, threatened actions or proceedings before any court or administrative agency against the Developer, or against any officer, employee, partner or shareholder of the Developer, which question the validity of this Agreement or any Exhibit hereto, or which are likely in any case, or in the aggregate, to materially adversely affect the consummation of the transactions contemplated hereunder or the financial condition of the Developer.

ARTICLE 5
Project Financing

5.1. Developer. Developer shall use its own funds and/or funds obtained from Developer's Lender to develop the Project for the purposes contemplated by this Agreement. Developer shall be free to arrange financing in connection with the Property and the Project as Developer may desire, whether using Developer's Lender or any other source for any such financing. Developer shall promptly notify Agency of any changes to Developer's Lender. Developer shall within 5 days' notice from Developer's Lender, notify the agency of the occurrence of any event of default under any such financing. The Developer shall use commercially reasonable efforts to obtain the agreement of Developer's Lender that in the event of a default by the Developer under the financing of the Project by Developer's Lender that Developer's Lender will notify the Agency of such default and what will be necessary, if anything, for the Agency to cure such default at the election of the Agency. As to the Developer Streetscape Improvements, Developer and its contractor are obligated to construct and install the Developer Streetscape Improvements by and through a Florida State General Contractor (the "CGC") and shall provide proof of same prior to receiving its Reimbursement Amount.

5.1.1 If the Agency is funding more than 60% of the Project Improvement Cost, then the Contractor must be selected from the Agency's approved list of Contractors. If the Developer does not use an approved Contractor, then funding is limited to 60% of the Project Improvement Cost. Further, if the Developer does not use an approved Contractor, then it must secure a minimum of two cost estimates from licensed and insured contractor and payment shall be made on a reimbursement basis only. In addition, the Contractor and scope of work must be selected and approved in

accordance with the Agency's procurement policies and procedures.

5.2. Developer Streetscape Improvements. The Developer shall construct the Developer Streetscape Improvements as provided herein and in accordance with the applicable standards and specifications for such construction as set forth by the Governmental Authorities. To the extent construction of the Streetscape Improvements is not exempt, Developer shall comply with F.S. 255.20 and the City's Procurement code with respect to improvements within the City's Right of Way.

5.3. Taxes and other charges. Developer shall pay and discharge, or cause to be paid and discharged, prior to delinquency all taxes, charges, liabilities or claims of any type at any time assessed against or incurred by the Property or the Project, provided that nothing in this Section 5.3 shall require the payment of any such sum if Developer contests the same in good faith by appropriate proceedings. The Developer shall not allow any taxes to be delinquent so that the Property is subject to the sale of tax certificates according to Florida law. The Developer shall notify the Agency within 5 days of any notice of tax delinquency on the Property or the Project.

5.4. Forgivable Loan. In order to secure the ongoing job creation, retention reporting requirements and other terms, conditions, covenants and obligations contained herein, and prior to paying the Reimbursement Amount to Developer, Developer shall execute and record a Promissory Note and Mortgage in substantially the same form as **Exhibit "F"** and **Exhibit "G"** attached hereto and made a part hereof. The amount of the Promissory Note and Mortgage shall be equal to the actual Reimbursement Amount of the Developer Streetscape Improvements.

5.4.1 Interest Rate. The interest rate on the Principal amount of the loan shall be zero percent (0%) per annum, except in the event of default.

5.4.2 Term of Repayment. Payment on the principal amount of the loan shall not be required so long as the Property is not assigned (except as otherwise permitted Section 9.8 herein), is maintained as the Project, is not in default and the jobs are created and retained, for a five (5) year period following the Project Completion Date. The loan will be forgiven five (5) years after the Project Completion Date. A prorata portion of the Reimbursement Amount shall be due and payable depending on the month in which the default occurred and as more fully described in the Note. If no sale, transfer, or other event of default occurs during the five (5) year period (except as permitted in Section 9.8), the terms of this encumbrance shall be satisfied, and the Developer shall be issued a Satisfaction of Mortgage executed by the Agency.

5.4.3 Subordination. Agency acknowledges and agrees that (i) the terms and provisions of this Agreement and all rights and obligations described herein are and shall be subordinate to the mortgage, security interest and rights granted to any institutional, governmental or other mortgagee or financing sources in connection with a construction loan made by Developer's Lender(s) whether such financing is obtained before or after the date of the Agreement to fund construction of the Project. Any mortgage secured by financing in which cash or cash equivalents are paid at or around closing is prohibited unless the CRA Board of Commissioners consent to the financing. The subordination herein described shall be self-operative and effective without the requirement for the execution of a separate instrument; provided however, if required by Developer's Lender, Agency agrees to execute such instrument reasonably requested of them by Developer's Lender.

5.5. Lender's Right to Cure. The Agency shall provide Developer's Lender with a copy of the written notice of default and the opportunity to cure the breach on behalf of the Developer under the same terms and conditions as provided for the Developer, provided the Agency receives in writing the name, title and address of the Developer's Lender representative.

ARTICLE 6
Project Development

6.1. Project Schedule. Developer represents that the Project Completion Date shall occur in accordance with the Project Schedule set forth on **Exhibit E.**

ARTICLE 7
Developer Defaults; Agency Remedies

7.1. Event of Default. Subject to Force Majeure, the occurrence of any one or more of the following and the continuance thereof uncured or uncorrected for the period of time hereinafter provided shall constitute an Event of Default hereunder:

7.1.1 The Developer defaults in the performance of any obligation including, without limitation, the obligation to create and retain jobs, imposed upon it under this Agreement or the Developer fails to complete any item required to be completed by it as provided herein, including constructing the Project substantially in accordance with the final Plans & Specifications, and the Developer does not cure such default within thirty (30) days after delivery of notice of such default from the Agency; or

7.1.2 Any statement, representation or warranty made by the Developer herein or in any writing now or hereafter furnished in connection herewith shall be false in any material respect when made and which materially and adversely affects the rights, duties or obligations of the Agency hereunder; or

7.1.3 (i) an order, judgment or decree is entered by any court of competent jurisdiction adjudicating the Developer bankrupt or insolvent, approving a petition seeking a reorganization or appointing a receiver, trustee or liquidator of the Developer or of all or a substantial part of its assets, or (ii) there is otherwise commenced as to the Developer or any of its assets any proceeding under any bankruptcy, reorganization, arrangement, insolvency, readjustment, receivership or similar law, and if such order, judgment, decree or proceeding continues without being dismissed after any stay thereof expires.

7.2. Remedies. Upon the occurrence and during the continuance of any Event of Default by Developer hereunder, the Agency shall have the following rights (a) to terminate this Agreement, upon which termination Developer agrees upon request by the Agency it shall assign and transfer to the Agency, free of any liens or other obligations or conditions, all plans, specifications and contracts for the Developer Streetscape Improvements, if any, (b) to stop any disbursements of funds by the Agency hereunder, including the Reimbursement Amount (c) to recover all funds paid by the Agency under this Agreement or (d) to pursue other rights or remedies which are or may be available to Agency at law or in equity to enforce any of the terms of this Agreement. Notwithstanding, nothing herein shall be deemed a pledge or the right to place a lien on the Agency's tax increment revenue. This Agreement shall not be construed as a grant or consent to encumber the Redevelopment Trust Fund of the Agency or to grant a right of specific performance as an equitable remedy. Further, payments under this Agreement are subordinate and inferior to existing debt service payments of the Agency.

ARTICLE 8
Agency Defaults, Developer Remedies

8.1. Agency Event of Default. The occurrence of any one or more of the following and the continuance thereof for the period of time hereinafter provided shall constitute an Event of Default hereunder by the Agency:

8.1.1 If for any reason the Agency fails to timely pay, perform or complete any or all of its material obligations under this Agreement as and when required including the obligation to pay the Reimbursement Amount and the Agency does not cure such default within thirty (30) days after delivery of notice of such default from the Developer.

8.2. Remedies. If at any time there is a default by the Agency which is not cured within any applicable cure period provided herein, Developer shall have the right to terminate this Agreement and/or to pursue other rights or remedies which are or may be available to Developer at law or in equity to enforce any of the terms of this Agreement.

ARTICLE 9
General Provisions

9.1. Non-liability of Agency and City Officials. No member, official or employee of the Agency or the City or the Agency Staff of any employee of the City shall be personally liable to the Developer or to any Person with whom the Developer shall have entered into any contract, or to any other person in the event of any default or breach by the Agency, or for any amount which may become due to the Developer or any other person under this Agreement.

9.2. Approval. Whenever this Agreement requires the Agency or the Developer to approve any contract, document, plan, specification, drawing or other matter, such approval shall not be unreasonably withheld, delayed or conditioned. The Developer and the Agency shall perform all obligations imposed upon them under this Agreement in a reasonable and timely fashion.

9.3. Force Majeure. Neither the Developer nor the Agency shall be deemed in default hereunder where such a default is based on a delay in performance as a result of war, insurrection, terrorist activity, strikes, lockouts, riots, floods, earthquakes, fires, casualty, acts of God, acts of public enemy, epidemic, quarantine restrictions or freight embargo, or excessive delays in the permitting process not caused by Developer; provided, however, that the extension of time granted for any delay caused by any of the foregoing shall not exceed the actual period of such delay and a reasonable time to resume after such delay. The party invoking Section 9.3 shall deliver notice to the other party as provided in Section 9.4 setting forth the event of Force Majeure and the anticipated delay resulting from such event of Force Majeure. Upon expiration of the event of Force Majeure, either party may notify the other that the event has expired and that the extension of time granted as a result of such delay has ended.

9.4. Notices. All notices to be given hereunder shall be in writing and (a) personally delivered, (b) sent by registered or certified mail, return receipt requested, or (c) delivered by a courier service utilizing return receipts. Such notices shall be deemed given and received for all purposes under this Agreement (i) three (3) business days after the date same are deposited in the United States Mail if sent by registered or certified mail, or (ii) the date actually received if sent by personal delivery or courier service, or (iii) the date of transmission of a facsimile, with telephonic or machine confirmation of receipt:

DEVELOPER: CALL OF AFRICA REALTY, INC.
920 NE 13TH STREET
Fort Lauderdale, FL 33304
ATTN: Ross Parker, President

AGENCY: Fort Lauderdale Community Redevelopment Agency
914 NW 6 Street, Suite 200
Fort Lauderdale, FL 33311
Attention: Executive Director

With a copy to: City Attorney's Office
City of Fort Lauderdale
1 East Broward Blvd., Suite 1320
Fort Lauderdale, FL 33301

Any change to an address shall be given in the same manner as a notice under this Section 9.4.

9.5. Time. Time is of the essence in the performance by any party of its obligations hereunder.

9.6. Entire Agreement. This Agreement constitutes the entire understanding and agreement between the Parties and supersedes all prior negotiations and agreements between them with respect to all or any of the matters contained herein.

9.7. Amendment. This Agreement may be amended by the Parties hereto only upon the execution of a written amendment or modification signed by the Parties.

9.8. Waivers. All waivers, amendments or modifications of this Agreement must be in writing and signed by both parties. Any failures or delays by any party in asserting any of its rights and remedies as to any default shall not constitute a waiver of any other default or of any such rights or remedies. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties hereto are cumulative, and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or other default by any other party.

9.9. Assignment/Transfer. During the term of this Agreement, any assignments, conveyances or transfers (all of the foregoing, an "Assignment") of interest in this Agreement, the Project or Property to any Person or entity, must comply with the following:

9.9.1 Consent required. Agency written consent to an assignment shall be required, and in determining whether to grant such consent, Agency shall consider the following factors:

(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 Developer;

(iii) the proposed assignee has prior related business experience for operating property with uses similar to the Project or as existing at the time of proposed Assignment; and

(iv) the reputation of the proposed assignee.

Upon weighing the above factors, Agency 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 Agency has consented in writing to such Assignment and there shall have been delivered to Agency a true copy of the instrument 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 of this Agreement on Developer's part to be performed, including those for matters that arose or became due prior to the effective date of the Assignment. After the aforesaid instruments have been delivered to Agency and Agency has consented to such Assignments, then from and after the effective date of Assignment, the assigning party shall be released of all obligations under this Agency for matters arising after the effective date of the Assignment, but shall remain liable to the Agency for all obligations under this Agreement relating to matters that arose or became due prior to the effective date of the Assignment.

9.10. Indemnification. Developer agrees to protect, defend, indemnify and hold harmless the Agency, and their officers, employees and agents, from and against any and all lawsuits, penalties, claims, damages, settlements, judgments, decrees, costs, charges and other expenses or liabilities of every kind, sort or description including, but not limited to, attorneys' fees at both the trial and appellate levels, in connection with or arising, directly or indirectly, out of or resulting from this Agreement or the Developer's acts or omissions in performing its obligations under this Agreement.

Without limiting the foregoing, any and all such claims, relating to personal injury, death, damage to property, defects in material or workmanship, actual or alleged infringement or any patent, trademark, copyright or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance administrative order, rule or regulation or decree of any court, are included in the indemnity. The Developer further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claim(s) is groundless, false or fraudulent. However, the Agency retains the right to select counsel of its own choosing. This provision shall survive expiration or termination of this Agreement and shall not be limited by any insurance required hereunder.

9.11. Severability. The invalidity, illegality or unenforceability of any one or more of the provisions of this Agreement shall not affect any other provision of this Agreement, but this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

9.12. Contingent Fee. The Developer represents and warrants that it has not employed or retained any Person to solicit or secure this Agreement and that it has not paid or agreed or promised to pay any Person any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the execution of this Agreement, including any broker fee or commission.

9.13. Independent Contractor. In the performance of this Agreement, the Developer will be acting in the capacity of an independent contractor and not as an agent, employee, and partner of the Agency. The Developer and its employees and agents shall be solely responsible for the means, methods, techniques, sequences and procedures utilized by the Developer in the performance of its obligations under this Agreement.

9.14. Timing of Approvals. Each party hereto shall have a period of not more than twenty (20) business days from the date of submission to such party of any item under this Agreement to take any action or give its approval or denial and the failure to take any such action, or give such approval or denial within such period of time shall be deemed approval, provided that no approval by the Agency shall be governed hereby.

9.15. Not A General Obligation.

(a) Neither this Agreement nor the obligations imposed upon the Agency hereunder shall be or constitute an indebtedness or general obligation of the Agency or other Governmental Authority within the meaning of any constitutional, statutory or charter provisions requiring the Agency or other Governmental Authority to levy ad valorem taxes nor a lien upon any properties or funds of the Agency or other Governmental Authority. The Developer agrees that the obligation

of the Agency to make any payments by the Agency to the Developer pursuant to this Agreement shall be subordinate to the obligations of the Agency to pay debt service on any bonds to be issued by the Agency up to the principal amount of the first issuance of such bonds.

(b) Nothing contained herein shall be deemed, construed or applied to cause any Governmental Authority, specifically including the Agency, to waive its right to exercise its governmental power and authority or to consider any request causing the exercise of its governmental powers in any manner other than that which is customary for the exercise of such governmental powers.

9.16. Parties to Agreement. This is an agreement solely between the Agency and the Developer. The execution and delivery hereof shall not be deemed to confer any rights or privileges on any Person not a party hereto other than the successors or assigns of the Agency and the Developer.

9.17. Venue; Applicable Law. All legal actions arising out of or connected with this Agreement must be instituted in the Circuit Court of Broward County, Florida, or the United States District Court for the Southern District of Florida. The laws of the State of Florida shall govern the interpretation and enforcement of this Agreement.

9.18. Insurance. During the term of this Agreement, the Developer shall obtain and maintain casualty insurance on the Project in an amount equal to the cost of replacing the Project (subject to a commercially reasonable deductible) in the event of a damage or destruction of the Project, including builder's risk insurance during construction. Subject to the prior rights of Developer's Lender, Developer shall use the proceeds of such insurance to rebuild or repair the Project to substantially the same condition as before such damage or destruction. The Developer shall also obtain and maintain liability insurance in such an amount as is customary for a project of the size and scope of the Project. Certificate(s) of insurance evidencing such insurance to the reasonable satisfaction of the Agency shall be provided to the Agency by the Developer.

9.19. Termination. In the event of a termination of this Agreement as provided herein prior to its expiration, the party terminating the Agreement shall provide notice to that effect to the other party and upon receipt of such notice and the expiration of any cure period provided herein this Agreement shall then be of no force and effect, neither party will be liable to the other for any payments or other obligations other than any payments or obligations earned or incurred as of such date of termination.

9.20. Term. This Agreement shall take effect upon the Effective Date and, if not earlier terminated as provided herein, shall expire on the date of the payment of the Reimbursement Amount to the Developer by the Agency.

9.21. Records/Right to Audit. Agency shall have the right to audit the books, records, and accounts of Developer that are related to the Developer Streetscape Improvements

as defined in Section 1.12 as more fully set forth in Exhibits D of this Agreement. Developer shall keep, and such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement in accordance with generally accepted accounting practices and standards. All books, records, and accounts of Developer shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Developer shall make same available at no cost to Agency in written form.

Developer shall preserve and make available, at reasonable times for examination and audit by Agency in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to the Developer Streetscape Improvements as defined in Section 1.12 as more fully set forth in Exhibits D of this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit, litigation or other action has been initiated and has not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings, litigation or other action. If the Florida public records law is determined by Agency to be applicable, Developer shall comply with all requirements thereof. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for Agency's disallowance and recovery of any payment upon such entry.

9.22. Public Records. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Chapter 119, Florida Statutes, as same may be amended from time to time and any resultant award of attorney's fees for non-compliance with that law. The Developer and all contractors or subcontractors (the "Contractor") engaging in services in connection with construction, operation and/or maintenance of the Project shall:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the Agency in order to perform the services rendered.

(b) Upon request from Agency's custodian of public records, provide Agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2016), as may be amended or revised, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law and as to Developer for the duration of this Agreement and as to Contractor's for the duration of the contract term and following completion of said contract if Contractor does not transfer the records to Agency.

(d) Upon completion of said construction, operation or maintenance of the Project, transfer, at no cost, to Agency all public records in possession of Developer or Contractor or keep and maintain public records required by Agency to perform the service. If Contractor transfers all public records to Agency upon completion of the construction, operation or maintenance of the Project, Developer and Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Developer or Contractor keeps and maintains public records upon completion of construction, operation or maintenance of the Project, Developer and Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Agency, upon request from Agency's custodian of public records, in a format that is compatible with the information technology systems of Agency.

If Developer or Contractor has questions regarding the application of Chapter 119, Florida Statutes, to Developer or Contractor's duty to provide public records relating to its contract, contact the Agency's custodian of public records by telephone at 954-828-5002 or by e-mail at PRRCONTRACT@FORTLAUDERDALE.GOV or by mail at 1 East Broward Boulevard, Suite 444, Fort Lauderdale, FL 33301 Attention: Custodian of Public Records.

9. 23. Local Preference. The Developer shall use its best efforts to work with the Agency to notify local business firms, minority owned firms, women-owned firms or labor surplus area firms of the opportunity to submit bids for work on the Project. Bids will be selected based upon competitiveness of the bid and the qualifications and capacity of the bidder. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian Americans, and American Indians. The Developer may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

9.24. Cross Default. Simultaneously with execution of this Agreement, Developer has executed a Non-Residential Façade Improvement Agreement and Property and Business Investment Improvement Agreement in favor of the Agency. A default

under either agreement shall be deemed a default under this Agreement and entitle Agency to exercise any and all remedies available to it.

9.25. Reduction in Market Rents. In consideration of funding the Developer's Streetscape Improvements and as a condition for funding, the Developer agrees to provide a community benefit for CRA residents on the Property by limiting the rents charged on at least twenty percent (20%) of the leasable area of the buildings on the Property ("Restricted Commercial Space") to seven and one half percent (7.5%) below market rate rent as more fully described and set forth in a Restrictive Covenant (attached hereto as Exhibit "H") to be executed by Developer and recorded in the public records of Broward County, Florida. Further, the rent for the first 2 years of the lease shall not increase and remain fixed at the initial reduced rate.

SIGNATURE PAGES FOLLOW

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

AGENCY:

WITNESSES:

Amber Cabrera
[Witness print or type name]

Donna Varisco
[Witness print or type name]

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

By: _____
Susan Grant, Acting Executive Director

ATTEST:

David Soloman, CRA Secretary

APPROVED AS TO FORM AND CORRECTNESS:
D'Wayne M. Spence,
Interim General Counsel

_____
Lynn Solomon, Assistant City Attorney

DEVELOPER:
CALL OF AFRICA REALTY, INC., a Florida Profit ~~Corporation~~

By _____
Ross Parker, President

WITNESSES:

_____
(Signature)
Printed Name: Eleni Ward
914 NW 6th St, Ft. Lauderdale FL 33311

_____
(Signature)
Printed Name: Cruella Adams
914 Freight Blvd.
Fort Lauderdale, FL 33311

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 20 day of MARCH, 2025, by **ROSS PARKER**, as President of **CALL OF AFRICA REALTY, INC., a Florida Profit Corporation**. He ~~is personally known to me or~~ has produced driver license ~~and~~ _____ as identification.

_____
Notary Public, State of Florida

CIJA OMENGEBAR
Name of Notary Typed, Printed or Stamped

CIJA OMENGEBAR
Notary Public - State of Florida
Commission # HH 430303
My Comm. Expires Aug 7, 2027
Bonded through National Notary Assn.

EXHIBIT LIST:

A. **PROPERTY**

B. **DEVELOPER STREETSCAPE IMPROVEMENTS (GRANT APPLICATION)**

C. **PLANS AND SPECIFICATIONS**

D. **BUDGET - PROJECTED AGENCY FUNDING**

E. **PROJECT SCHEDULE**

F. **PROMISSORY NOTE**

G. **MORTGAGE**

H. **DECLARATION OF RESRICTIVE COVENANT**

EXHIBIT "A"
LEGAL DESCRIPTION

A PORTION OF VACATED R/W OF PROGRESSO DRIVE BETWEEN N.E. 9TH AVE. & N.E. 11TH AVE. PER O.R.B. 20979, PG. 103, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST SOUTHERLY CORNER OF SAID BLOCK 109; THENCE NORTH 42°51'45" EAST, ALONG THE SOUTH LINE OF SAID BLOCK 109, A DISTANCE OF 296.92 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°58'00" EAST FOR A DISTANCE OF 54.67 FEET, THENCE SOUTH 42°51'45" WEST FOR A DISTANCE OF 37.16 FEET, THENCE NORTH 47°08'27" WEST FOR A DISTANCE OF 40.10 FEET, BACK TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA CONTAINING 745.1 SQUARE FEET, MORE OR LESS.

A PORTION OF BLOCK 109 AND THE ADJOINING LANDS LYING EASTERLY OF SAID BLOCK 109, "PROGRESSO", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 18, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST SOUTHERLY CORNER OF SAID BLOCK 109; THENCE NORTH 42°51'45" EAST, ALONG THE SOUTH LINE OF SAID BLOCK 109, A DISTANCE OF 198.46 FEET TO A POINT ON THE CENTERLINE OF A FIFTEEN (15) FOOT ALLEY AS SHOWN ON SAID PLAT, AND AS VACATED BY BROWARD COUNTY ORDINANCE NUMBER C-86-101; THENCE NORTH ALONG SAID CENTERLINE A DISTANCE OF 72.19 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH ALONG SAID ALLEY CENTERLINE 166.24 FEET TO A POINT 15 FEET SOUTH OF THE NORTH LINE OF SAID BLOCK 109; ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF N.E. 13TH STREET; THENCE SOUTH 89°58'00" EAST, ALONG A LINE 15 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID BLOCK 109 AND ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF N.E. 13TH STREET, A DISTANCE OF 275.50 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILROAD AS SHOWN ON SAID PLAT; THENCE SOUTH 42°51'45" WEST, ALONG SAID FLORIDA EAST COAST RAILROAD RIGHT-OF-WAY, A DISTANCE OF 226.67 FEET TO A POINT 166.00 FEET SOUTH OF THE SOUTH RIGHT-OF-WAY LINE OF N.E. 13TH STREET; THENCE NORTH 89°58'00" WEST, ALONG A LINE 166.00 FEET SOUTH OF AND PARALLEL WITH THE SOUTH RIGHT-OF-WAY LINE OF N.E. 13TH STREET A DISTANCE OF 121.30 FEET; TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA CONTAINING 32,982 SQUARE FEET, MORE OR LESS.

EXHIBIT "B"

Developer Streetscape Improvements (including costs)

STREETSCAPE IMPROVEMENT PROGRAM (SEP) ESTIMATE #2680			ESTIMATE
1	1300 DEMOLITION		$ 6,960
1	3400 CONCRETE FORMING		$ 24,490
1	6100 LANDSCAPE REMOVAL		$ 3,820
1	6100 LANDSCAPING		$ 15,804
2	MISC: STREET LIGHTING POLES, SUPPLY AND INSTALL		$ 6,550
4	DUMPSTER		$ 3,000
		SEP TOTAL	**$ 60,624**
	CRA FUNDING MAX 90% OR $500,000	CRA 90%	$ 54,562
		DEVELOPER 10%	$ 6,062

Streetscape Grant Application (On File with the Agency)

EXHIBIT "C"
Plans and Specifications

(To be submitted upon receipt)

EXHIBIT "D"
PROJECT CONSTRUCTION PRICING AND MATERIAL LIST

Boundless Builders LLC
FL Statewide License CGC-1520937
230-1 SW 12 Avenue
Pompano Beach, FL 33069 US
+13057789846
amasso@boundless-builders.com
***.boundless-builders.com

Estimate

ADDRESS	SHIP TO	ESTIMATE # 2680 DATE 04/01/2024
Ross Parker Call of Africa Realty Inc. 920 NE 13 Street Fort Lauderdale, FL 33304 USA	Ross Parker Call of Africa Realty Inc. 920 NE 13 Street Fort Lauderdale, FL 33304 USA	

QTY	ITEM	UNIT PRICE	AMOUNT
	STREETSCAPE ENHANCEMENT PROGRAM (SEP)		
1	1300 DEMOLITION of existing side walk	6,960.00	6,960.00
1	3400 CONCRETE Forming of front sidewalk and finish new side walk frontage according to plans.	24,490.00	24,490.00
1	6100 LANDSCAPING REMOVAL. removal of existing trees that broke the existing side walk. Stomp grinding of it and disposal at	3,820.00	3,820.00
1	6100 LANDSCAPING for front of building and side walk trees (4) Silvester Palm Trees 15' H	15,804.00	15,804.00
2	Misc Street Lighting Poles. Supply and install lighting poles with lamps similar to the ones down the street	3,275.00	6,550.00
4	DUMPSTER Drop off and pick up of 20 CuYd Dumpster for debris disposal. ALLOWANCE	750.00	3,000.00
1	General:Unforeseen Conditions PLEASE NOTE: that in several projects what is called "Unforeseen Conditions" may happen and it's simply unanticipated or unexpected circumstance(s) or situation(s) that affects the final price and/or completion time of a contract or project. Everything will be discussed with client prior to addressing the issue unless it was determined urgency to solve. Services and materials will be charged accordingly.	0.00	0.00

TOTAL $60,624.00

BOUNDLESS BUILDERS MATERIALS LIST

1. Premix concrete
2. Concrete forms
3. Welded mesh
4. Electrical PVC conduit
5. Light poles

EXHIBIT "E"
PROJECT SCHEDULE
(Estimate)

Effective Date	Date on which Agreement is fully executed by both parties
Participant obtains all governmental approvals and permits	Within 120 days after Effective Date
Commence streetscape improvements	Within 18 months after the Effective Date
Project Completion Date	Within 36 months of commencing improvements
Participant submits reimbursement package To CRA	Within 90 days of Project Completion Date

EXHIBIT "F"
PROMISSORY NOTE

THIS INSTRUMENT PREPARED BY:
City Attorney's Office
City of Fort Lauderdale
1 East Broward Boulevard, Suite 1320
Fort Lauderdale, FL 33301

$54,562.00 Fort Lauderdale, Florida

_____, 2025

PROMISSORY NOTE

FOR VALUE RECEIVED, the undersigned Call of Africa Realty, INC., a Florida Profit Corporation (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 Fifty-Four Thousand Five Hundred Sixty-Two and 00/100 Dollars ($54,562.00).

I. TERM: The term of this loan is five (5) years from Project Completion Date as contemplated in the Development Agreement for Streetscape Enhancement Program between Maker and Agency dated _____, 20_____ (the "Agreement") such Agreement being on file with the City Clerk of the City of Fort Lauderdale, Florida, 1 East Broward Boulevard, Suite 444, 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.

PAYMENT: Payment on the principal amount of the loan shall not be required so long as the property is not in default of any provision of the Agreement. Any payments of required and all interest on this Note shall be made in lawful money of the United States paid at:

Fort Lauderdale Community Redevelopment Agency
914 NW 6 Street, Suite 200
Fort Lauderdale, FL 33301

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

III. SECURITY: This Note is secured by a Mortgage on real estate by Maker in favor of Agency dated_____, 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.

V. Unless defined herein, Capitalized Terms shall have the meaning ascribed in the Agreement.

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.

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

Maker:

Call Of Africa Realty, INC., a Florida
for profit corporation

By: _____
Ross Parker, President

EXHIBIT "G"
Mortgage

Prepared by:
Lynn Solomon
City Attorney Office
City of Fort Lauderdale
1 East Broward Boulevard, Suite 1320
Fort Lauderdale, FL 33301

THIS MORTGAGE IS OF EQUAL DIGNITY AND PARITY WITH THOSE CERTAIN MORTGAGES DATED _____, 2025 BY CALL OF AFRICA REALTY, INC IN FAVOR OF THE FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY WHICH SECURE THAT CERTAIN NOTE IN THE PRINCIPAL AMOUNTS OF $125,000.00 AND $225,000.00. ALL THREE MORTGAGES SHALL BE DEEMED A FIRST MORTGAGE AND THE LIEN OF ONE MORTGAGE MAY NOT FORECLOSE THE LIEN OF THE OTHER MORTGAGES.

MORTGAGE

THIS MORTGAGE, entered into this ___ day of _____, 20____, between **CALL OF AFRICA REALTY, INC., a Florida Profit Corporation**, whose address is **920 NE 13 Street, Fort Lauderdale, FL 33304,** hereinafter called the "Mortgagor", and the Fort Lauderdale Community Redevelopment Agency, a Community Redevelopment Agency created pursuant to Chapter 163, Part III, Florida Statutes, with an address of 914 Northwest 6 Street, Fort Lauderdale, Florida 33311, hereinafter called the "Mortgagee".

WITNESSETH: That to secure the terms, covenant, conditions of the Development Agreement for Streetscape Enhancement Program dated _____, 2025 (the "Agreement") and to secure the payment of an indebtedness in the principal amount of **Fifty-Four Thousand Five Hundred Sixty Two and No/100 Dollars** ($54,562.00) with interest if any, thereon, which shall be payable in accordance with a certain Promissory Note (s), hereinafter called "Note" together with the obligations, covenants and conditions set forth in the Agreement, bearing even date herewith or dated thereafter and all other indebtedness which the Mortgagor is obligated to pay to the Mortgagee pursuant to the provisions of the Note(s) and this Mortgage, the Mortgagor hereby grants, convey, encumbers and mortgages to the Mortgagee the real property situated in Broward County, Florida, described as follows:

See attached Legal Description.

Parcel Identification Number: 4942 34 03 0570

Together with the buildings and improvements situated upon said properties (the "Property"); as security for the payment of the Note(s) and all future advances made by Mortgagee to Mortgagor in accordance with the Development Agreement for Streetscape

Enhancement Program entered into by Mortgagor and Mortgagee dated _____, 2025 (the "Agreement").

The said Mortgagor does covenant with the said Mortgagee that the said Mortgagor is indefeasibly seized of the Property in fee simple and has the full power and lawful right to mortgage and encumber the same, that the said land is free from all encumbrances except as set forth below, and that the said Mortgagor except as above noted does fully warrant the title to said land and will warrant and defend the same against the lawful claims of all persons whomsoever.

And the said Mortgagor does further agree as follows:

1. To make promptly all payments required by the above-described Note and this Mortgage as such payments become due.

2. To pay promptly when due all taxes, assessments, liens, and encumbrances on the Property.

3. To keep the improvements now existing or hereafter erected on the Property insured as may be required in the Agreement against loss by fire and other hazards, casualties, and contingencies, and will pay promptly, when due, any premiums on such insurance for payment of which provision has not been made hereinbefore. In event of loss, Mortgagor shall give immediate notice by mail to Mortgagee, and Mortgagee may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Mortgagee instead of to Mortgagor and Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration of repair of the property damaged. In event of foreclosure of this Mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

4. To permit, commit, or suffer no waste or impairment of the Property.

5. To pay all expenses reasonably incurred by the Mortgagee because of failure of the Mortgagor to comply with the obligations in the Agreement, the Note(s) or this Mortgage, including reasonable attorneys' fees.

6. If the buildings are not kept insured as provided, or if the Mortgagor defaults in any of the other covenants, stipulations or agreements contained herein or in the Agreement, the Mortgagee, without waiting or affecting the option to foreclose, may pay any and all such payments or obligations, may insure the buildings, or may otherwise perform any of the covenants or agreements on behalf of the Mortgagor, and any and all such sums or expenses paid or incurred, with interest thereon from the date of payment at the rate of

interest prescribed in the Note secured by this Mortgage, shall also be secured by this Mortgage.

7. This mortgage lien shall extend to and include all rents and profits of the Property. In the event of foreclosure the court is authorized to appoint a receiver of the mortgaged property and to apply such rents or profits to the indebtedness hereby secured, regardless of the solvency of the Mortgagor or the adequacy of the security.

8. If any provision of this Mortgage is breached, then the unpaid principal balance, together with accrued interest, shall immediately become due and payable at the option of the Mortgagee, and the Mortgagee may foreclose this Mortgage in accordance with procedures established by law, and have the property sold to satisfy or apply on the indebtedness hereby secured.

9. The agreements and promises of the Note(s) secured hereby and of this Mortgage and the Agreement are intended to be covenants running with the land or of any interest therein, to be binding on the respective promisors, their heirs, legal representatives and assigns, and to inure to the benefit of the respective promises, their heirs, legal representatives and assigns.

10. The lien hereby created shall cease and become null and void upon complete performance of all the covenants, stipulations and agreements contained in this Mortgage, the Note(s) which it secures, and the Agreement.

11. The Mortgagee and Mortgagor have entered into the Agreement pursuant to which the indebtedness evidenced by the Note(s) is being incurred by the Mortgagor. The Mortgagor covenants and agrees that any breach of the terms of such Agreement, as same may be amended from time to time, by the Mortgagor shall constitute a breach and default under this Mortgage entitling the Mortgagee herein to declare the entire unpaid principal sum secured hereby, together with interest then accrued, immediately due and payable and to enforce collection thereof by foreclosure or otherwise.

12. Privilege is reserved to prepay this note and mortgage, in whole or in part, at any time without notice and without penalty.

13. Mortgagee shall give written notice to Mortgagor of any event of default under this Mortgage or the Note and Mortgagor shall have thirty days in which to cure said default. All notice shall be given in the manner provided in the Agreement.

14. Subordination. Mortgagee acknowledges and agrees that (i) the terms and provisions of this Mortgage and all rights and obligations described herein are and shall be subordinate to the mortgage, security interest and rights granted to any institutional, governmental or other mortgagee or financing sources in connection with any construction loan secured by Mortgagor for construction of the Project whether such financing is obtained before or after the date of the Agreement and/or Mortgage.

Mortgages which secure financing in which cash or cash equivalent is paid at or around closing required the consent of the Mortgagee. The subordination herein described shall be self-operative and effective without the requirement for the execution of a separate instrument; provided however, if requested by Mortgagor or its other lenders, Agency agrees to execute such instrument reasonably requested of them by the lenders.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURE PAGES 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.

MORTGAGOR:
CALL OF AFRICA REALTY, INC., a Florida Profit Corporation

WITNESSES:

_____
(Signature)
Printed Name: _____
_____
Address: _____
_____

By: _____
Ross Parker, President

_____
(Signature)
Printed Name: _____
_____
Address: _____
_____

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this ____ day of _____, 2025, by **ROSS PARKER**, as President of **CALL OF AFRICA REALTY, INC., a Florida Profit Corporation**. He is personally known to me or has produced _____ and _____ 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

A PORTION OF VACATED R/W OF PROGRESSO DRIVE BETWEEN N.E. 9TH AVE. & N.E. 11TH AVE. PER O.R.B. 20979, PG. 103, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST SOUTHERLY CORNER OF SAID BLOCK 109; THENCE NORTH 42°51'45" EAST, ALONG THE SOUTH LINE OF SAID BLOCK 109, A DISTANCE OF 296.92 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°58'00" EAST FOR A DISTANCE OF 54.67 FEET, THENCE SOUTH 42°51'45" WEST FOR A DISTANCE OF 37.16 FEET, THENCE NORTH 47°08'27" WEST FOR A DISTANCE OF 40.10 FEET, BACK TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA CONTAINING 745.1 SQUARE FEET, MORE OR LESS.

A PORTION OF BLOCK 109 AND THE ADJOINING LANDS LYING EASTERLY OF SAID BLOCK 109, "PROGRESSO", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 18, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST SOUTHERLY CORNER OF SAID BLOCK 109; THENCE NORTH 42°51'45" EAST, ALONG THE SOUTH LINE OF SAID BLOCK 109, A DISTANCE OF 198.46 FEET TO A POINT ON THE CENTERLINE OF A FIFTEEN (15) FOOT ALLEY AS SHOWN ON SAID PLAT, AND AS VACATED BY BROWARD COUNTY ORDINANCE NUMBER C-86-101; THENCE NORTH ALONG SAID CENTERLINE A DISTANCE OF 72.19 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH ALONG SAID ALLEY CENTERLINE 166.24 FEET TO A POINT 15 FEET SOUTH OF THE NORTH LINE OF SAID BLOCK 109; ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF N.E. 13TH STREET; THENCE SOUTH 89°58'00" EAST, ALONG A LINE 15 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID BLOCK 109 AND ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF N.E. 13TH STREET, A DISTANCE OF 275.50 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILROAD AS SHOWN ON SAID PLAT; THENCE SOUTH 42°51'45" WEST, ALONG SAID FLORIDA EAST COAST RAILROAD RIGHT-OF-WAY, A DISTANCE OF 226.67 FEET TO A POINT 166.00 FEET SOUTH OF THE SOUTH RIGHT-OF-WAY LINE OF N.E. 13TH STREET; THENCE NORTH 89°58'00" WEST, ALONG A LINE 166.00 FEET SOUTH OF AND PARALLEL WITH THE SOUTH RIGHT-OF-WAY LINE OF N.E. 13TH STREET A DISTANCE OF 121.30 FEET; TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA CONTAINING 32,982 SQUARE FEET, MORE OR LESS.

EXHIBIT "H"
RESTRICTIVE COVENANT AGREEMENT

PREPARED BY AND RETURN TO:
Lynn Solomon
City Attorney's Office
City of Fort Lauderdale
1 East Broward Boulevard, Suite 1320
Fort Lauderdale, Florida 33301

DECLARATION OF RESTRICTIVE COVENANTS

THIS INDENTURE is made this _____ day of _____, 2025.

WHEREAS, in furtherance of the Plan (defined herein), and pursuant to duly convened public meetings, a certain Fort Lauderdale Community Redevelopment Agency Streetscape Enhancement Program Agreement dated _____, 2025, (the "Agreement") was executed by and between Fort Lauderdale Community Redevelopment Agency, a community redevelopment agency created pursuant to Chapter 163, Part III, Florida Statutes ("Agency") and, **CALL TO AFRICA REALTY, INC.**, a Florida Profit Corporation ("Developer") such Agreement being on file with the City Clerk of the City of Fort Lauderdale, Florida, 1 East Broward Boulevard, Suite 444, Fort Lauderdale, Florida, and such Agreement being in connection with improvements to the Property described in Exhibit "A" owned by Developer; and

WHEREAS, pursuant to the terms of the Agreement, Agency and Developer anticipated that the Property would be subject to a Declaration of Restrictive Covenants, the primary purpose of such Declaration of Restrictive Covenants being to ensure development and operation of the Property in accordance with the Plan which affects this Property and other properties in the vicinity; and

WHEREAS, pursuant to City Commission Resolution pursuant to Resolution No. 12-02, as confirmed by Broward County, Florida under Resolution No. 2012-038, the governing authority, the City Commission of the City of Fort Lauderdale, approved the Middle River-South-Middle River Sunrise Boulevard Community Redevelopment Plan which was amended by Resolution No. 13-30; and

WHEREAS, pursuant to Resolution No. 18-78, the governing authority, the City Commission of the City of Fort Lauderdale, approved an Amendment to the Plan, and restatement of the plan and changed the name to Central City Community Redevelopment Area; and

WHEREAS, the Property is located within the CRA Area which has conditions of slum and blight as those conditions are defined in the Constitution of the State of Florida, Section 163.01, Florida Statutes, Chapter 163, Part III, Florida Statutes and other applicable provisions of law and ordinances and Resolutions of the City of Fort Lauderdale and Agency implementing the Community Redevelopment Act; and

WHEREAS, in order to effectuate the terms and conditions contained in the Agreement, and the goals and objectives of the Community Redevelopment Plan, as amended, it is necessary and proper to create this Declaration of Restrictive Covenants; and

NOW, THEREFORE, Developer hereby declares that the Property shall be, held, conveyed, encumbered, leased, rented, used, occupied and improved, subject to the following limitations, restrictions, conditions and covenants, all of which shall run with the land and are declared to be in furtherance of the Agreement and the Plan, as amended, and that such limitations, restrictions, conditions and covenants are also established for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property and every part thereof and to establish a development compatible with the properties under the Plan, and, in accordance therewith, Developer does hereby create and establish the following Declaration of Restrictive Covenants:

1. Construction and Intent. This Declaration shall be construed and interpreted in conjunction with the terms set forth in the Agreement, as same may be amended from time to time, provided, however, that it is the intent of the Developer that only those sections of the Agreement specifically referenced below shall be construed as covenants running with the property.

2. Restrictions On Use; Declaration of Restrictive Covenants The Developer covenants and agrees with the Agency that the Project Site shall be used continuously, managed and operated as a restaurant, art gallery, retail, office or storage, as permitted and authorized under the ULDR except as prohibited herein, on the Property for which Agency funding was provided for a period of five (5) years commencing on the date the improvements are complete (" Project Completion Date"). The Developer further agrees that the building shall not be used for those non-permitted uses as provided in the Unified Land Development Regulations ("ULDR") and shall not be used for the following: (i) adult uses as such term is defined in Section 47-18.2 of the ULDR; (ii) tattoo parlors; or (iii) massage parlors (other than as an ancillary use to a health club or beauty salon or beauty space); or (iv) liquor store; or (v) convenience store or convenience kiosk as provided in the ULDR, during a five (5) year term commencing on Project Completion Date.

SIGNATURE PAGE TO FOLLOW

WITNESSES:

DEVELOPER:
CALL OF AFRICA REALTY, INC., a Florida Profit Corporation

_____
Ross Parker, President

_____

_____
[Witness print or type name]
Address _____
_____

_____

_____
[Witness print or type name]
Address _____
_____

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization this ____ day of _____, 2025 by **ROSS PARKER** as President of **CALL OF AFRICA REALTY, INC., a Florida Profit Corporation**, on behalf of the corporation. 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

A PORTION OF VACATED R/W OF PROGRESSO DRIVE BETWEEN N.E. 9TH AVE. & N.E. 11TH AVE. PER O.R.B. 20979, PG. 103, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST SOUTHERLY CORNER OF SAID BLOCK 109; THENCE NORTH 42°51'45" EAST, ALONG THE SOUTH LINE OF SAID BLOCK 109, A DISTANCE OF 296.92 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°58'00" EAST FOR A DISTANCE OF 54.67 FEET, THENCE SOUTH 42°51'45" WEST FOR A DISTANCE OF 37.16 FEET, THENCE NORTH 47°08'27" WEST FOR A DISTANCE OF 40.10 FEET, BACK TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA CONTAINING 745.1 SQUARE FEET, MORE OR LESS.

A PORTION OF BLOCK 109 AND THE ADJOINING LANDS LYING EASTERLY OF SAID BLOCK 109, "PROGRESSO", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 18, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST SOUTHERLY CORNER OF SAID BLOCK 109; THENCE NORTH 42°51'45" EAST, ALONG THE SOUTH LINE OF SAID BLOCK 109, A DISTANCE OF 198.46 FEET TO A POINT ON THE CENTERLINE OF A FIFTEEN (15) FOOT ALLEY AS SHOWN ON SAID PLAT, AND AS VACATED BY BROWARD COUNTY ORDINANCE NUMBER C-86-101; THENCE NORTH ALONG SAID CENTERLINE A DISTANCE OF 72.19 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH ALONG SAID ALLEY CENTERLINE 166.24 FEET TO A POINT 15 FEET SOUTH OF THE NORTH LINE OF SAID BLOCK 109; ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF N.E. 13TH STREET; THENCE SOUTH 89°58'00" EAST, ALONG A LINE 15 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID BLOCK 109 AND ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF N.E. 13TH STREET, A DISTANCE OF 275.50 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILROAD AS SHOWN ON SAID PLAT; THENCE SOUTH 42°51'45" WEST, ALONG SAID FLORIDA EAST COAST RAILROAD RIGHT-OF-WAY, A DISTANCE OF 226.67 FEET TO A POINT 166.00 FEET SOUTH OF THE SOUTH RIGHT-OF-WAY LINE OF N.E. 13TH STREET; THENCE NORTH 89°58'00" WEST, ALONG A LINE 166.00 FEET SOUTH OF AND PARALLEL WITH THE SOUTH RIGHT-OF-WAY LINE OF N.E. 13TH STREET A DISTANCE OF 121.30 FEET; TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA CONTAINING 32,982 SQUARE FEET, MORE OR LESS.

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