

**FIRST AMENDMENT TO FORT LAUDERDALE COMMUNITY  
REDEVELOPMENT AGENCY PROPERTY AND BUSINESS IMPROVEMENT  
PROGRAM AGREEMENT**

This First Amendment dated \_\_\_\_\_, 2021 amends and modifies that certain Fort Lauderdale Community Redevelopment Agency Property and Business Program Agreement dated June 14, 2021 (the “Agreement”) between the Fort Lauderdale Community Redevelopment Agency (“Agency”), Patio Bar and Pizza, LLC, a Florida limited liability company (“Developer”) with a joinder and consent from Urban North, LLC., a Florida limited liability company. (the “Owner ”).

**RECITALS**

Whereas, the Agency provided funding to the Developer for interior and exterior improvements to the Property, located in the Northwest Progresso Flagler Heights Community Redevelopment Area (“CRA Area”); and

Whereas, the Agency funding was secured by a third Mortgage on the Property; and

Whereas, the Owner has applied to First Republic Bank for a loan in the amount of \$1,600,000 which shall be secured by a first priority mortgage encumbering the Property; and

Whereas, First Republic Bank has requested a subordination of the Agency mortgage lien; and

Whereas, the Agency has agreed to execute a Subordination Agreement in favor of First Republic Bank, provided the Owner provides additional collateral to secure the CRA loan; and

Whereas, the Owner has agreed to provide additional collateral in favor of the Agency and has agreed to reinvest \$225,000 from the proceeds of the First Republic Bank loan for renovating or rehabilitating real property owned by the Owner in the CRA Area in consideration of the Agency agreement to subordinate its interest in favor of First Republic Bank.

Now therefore in consideration of the foregoing, the parties agree as follows:

**TERMS AND CONDITIONS**

1. The recitals are true and correct and are incorporated herein.
2. The Developer ratifies and agrees to the terms and conditions of the Agreement as amended by this First Amendment.

3. The Owner has or may receive funding from the Agency under its Facade Program Participation Agreement (the “Façade Agreement”). Developer and the Owner agrees and acknowledges that a default under Façade Agreement shall constitute a default under this Agreement.
4. The Owner agrees to execute an Amendment to Mortgage, in form and content acceptable to the Agency, which instruments shall encumber and constitute a lien on the real property described in Exhibit A, shall add additional real property as collateral and shall amend the Mortgage dated \_\_\_\_\_, and recorded \_\_\_\_\_ under instrument No. \_\_\_\_\_ of the public records of Broward County, Florida.
5. In consideration of the Agency’s agreement to subordinate its interest in the Property, the Owner agrees to reinvest \$225,000 from the proceeds of the First Republic Bank loan in renovating or rehabilitating real property owned by the Owner in the CRA Area and shall identify the property address, legal description, scope of work, document cost and expenses and otherwise provide satisfactory evidence of its investment in renovation or rehabilitating real property located in the CRA Area upon request from the Agency.
6. Unless modified herein, all other terms and conditions of the Agreement remain unchanged and are in full force and effect.

**REMAINDER OF THE PAGE LEFT BLANK**

**SIGNATURE PAGES TO FOLLOW**

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

**WITNESSES:**

\_\_\_\_\_

Print Name

\_\_\_\_\_

Print Name

\_\_\_\_\_  
Jeffrey A. Modarelli, CRA Secretary

**AGENCY:**

**Fort Lauderdale Community  
Redevelopment Agency**, a body Corporate  
and politic of the State of Florida created  
pursuant to Part III, Chapter 163

By \_\_\_\_\_  
Dean J. Trantalis, Chair

By \_\_\_\_\_  
Christopher J. Lagerbloom, ICMA-CM  
Executive Director

CRA General Counsel:  
Alain E. Boileau, General Counsel

\_\_\_\_\_  
Lynn Solomon, Assistant General Counsel

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of  physical presence or  online, this  
\_\_\_\_ day of \_\_\_\_\_, 2021, by DEAN J. TRANTALIS, Chair of the **Fort Lauderdale  
Community Redevelopment Agency**, on behalf of the agency.

\_\_\_\_\_  
Notary Public, State of Florida

Name of Notary Typed, Printed or Stamped

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this by means of  physical presence or  online, this \_\_\_\_ day of \_\_\_\_\_, 2021, by CHRISTOPHER J. LAGERBLOOM, ICMA-CM, Executive Director of the **Fort Lauderdale Community Redevelopment Agency**, on behalf of the agency.

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
Name of Notary Typed, Printed or Stamped

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

**WITNESSES:**

\_\_\_\_\_

\_\_\_\_\_  
(Witness print or type name)

\_\_\_\_\_

\_\_\_\_\_  
(Witness print or type name)

**DEVELOPER:**

**Patio Bar and Pizza, LLC**, a  
Florida limited liability company

By: \_\_\_\_\_  
BRIAN PARTENTEAU, Manager

STATE OF FLORIDA:

COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this by means of  physical presence or  online, this \_\_\_\_ day of \_\_\_\_\_, 2021, by, BRIAN PARTENTEAU, as Manager of **Patio Bar and Pizza, LLC** a Florida limited liability company, on behalf of the company.

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
Name of Notary Typed, Printed or Stamped

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

**JOINDER AND CONSENT**

THE OWNER JOINS IN AND CONSENTS TO THE TERMS AND CONDITIONS OF THIS FIRST AMENDMENT AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS THEREOF.

WITNESSES:

OWNER:

Urban North, LLC, a Florida limited liability company

\_\_\_\_\_

By: \_\_\_\_\_

Title: Manager

Print Name: Jay Adams

(Witness print of type name)

\_\_\_\_\_

\_\_\_\_\_

(Witness print of type name)

STATE OF FLORIDA:

COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this by means of  physical presence or  online, this \_\_\_\_ day of \_\_\_\_\_, 2021, by, JAY ADAMS, as Manager of **Urban North, LLC** a Florida limited liability company, on behalf of the company.

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
Name of Notary Typed, Printed or Stamped

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

Exhibit "A"

Lots 1, 2 and 3, Block 256, PROGRESSO, according to the Plat thereof recorded in Plat Book 2, Page 18, of the Public Records of Miami-Dade County, Florida. Said land situate, lying and being in Broward County, Florida.

Together With

An Unnumbered Triangle Tract of Land Lying South of Block 214, of PROGRESSO, according to the Plat thereof Recorded in Plat Book 2, Page 18, of the Public Records of Miami-Dade County, Florida, more particularly described as follows:

Beginning at the Southeast corner of the intersection of 21<sup>st</sup> Street (Now N.E. Third Avenue) and Avenue D (Now N.E. 9<sup>th</sup> Street); thence South 180 Feet, thence Northeasterly Parallel to the right of way line of the Florida East Coast Railway to the South line of Avenue "D" (Now N.E. 9<sup>th</sup> Street), thence West 170 feet along the South line of Avenue "D" (now N.E. 9<sup>th</sup> Street) to the point of beginning.

Said land situate, lying and being in Broward County, Florida.