

**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 21st day of June, 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 June 7, 2022, 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

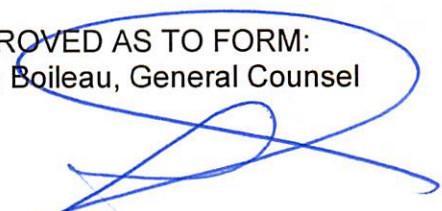
ATTEST:



David R. Soloman, CRA Secretary



APPROVED AS TO FORM:
Alain Boileau, General Counsel

By: 

Lynn Solomon, Assistant General
Counsel

WITNESSES:

Luzeth DeTorres
Grish DeTorres

[Witness print or type name]

Tamia Bailey-Watson
Tamia Bailey-Watson

[Witness print or type name]

DEVELOPER:

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

By: Sharon Allen

Title: Manager

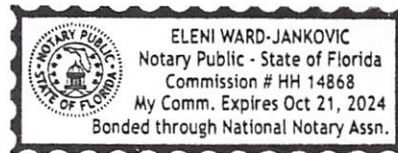
Print Name: Sharon Allen

STATE OF FLORIDA
COUNTY BROWARD

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 13th day of June, 2022 by Sharon Allen as Manager of The Blue Tree Café, LLC, a Florida limited liability company on behalf of the company

Eleni Ward-Jankovic
Notary Public signature

Eleni Ward-Jankovic
Name Typed, Printed or Stamped



Personally Known OR Produced Identification _____

Type of Identification Produced _____

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:

Provident Fort Lauderdale, LLC

By: [Signature]

Title: Manager

Print Name: Eyal Peretz

WITNESSES:

[Signature]

Alex Fraynd

[Witness print or type name]

[Signature]

Pablo Machado

[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 15th day of June, 2022 by Eyal Peretz as Manager of Provident Fort Lauderdale, LLC, a Florida limited liability company on behalf of the company.

[Signature]
Notary Public signature



Name Typed, Printed or Stamped

Personally Known OR Produced Identification

Type of Identification Produced _____



COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM
Today's Date: 6/16/2022

3L

DOCUMENT TITLE: First Amendment to Fort Lauderdale Community Redevelopment Agency Property and Business Improvement Program Agreement with The Blue Tree Cafe, LLC, with the Joinder and Consent of Provident Fort Lauderdale, LLC

COMM. MTG. DATE: 6/07/2022 CAM #: 22-0358 ITEM #: R-2 CAM attached: YES NO

Routing Origin: CRA Router Name/Ext: Eleni Ward-Jankovic/8228

Action Summary attached: YES NO

CIP FUNDED: YES NO

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

1) Dept: CRA Router Name/Ext: Eleni Ward/8228 # of originals routed: 3 Date to CAO: _____

2) City Attorney's Office: Documents to be signed/routed? YES NO # of originals attached: 3

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

Date to CCO: 6.20.22 Lynn Solomon LS
Attorney's Name Initials

3) City Clerk's Office: # of originals: 3 Routed to: Donna V./Aimee L./CMO Date: 06/20/22

4) City Manager's Office: CMO LOG #: Jan-34 Document received from: _____

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

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

PER ACM: T. Smith _____ (Initial/Date) PER ACM: G. Chavarria _____ (Initial/Date)

PENDING APPROVAL (See comments below)

Comments/Questions: _____

Forward 3 originals to Mayor CCO Date: 6.21.22

5) Mayor/CRA Chairman: Please sign as indicated. Forward 0 originals to CCO for attestation/City seal (as applicable) Date: _____

6) City Clerk: Forward 3 originals to CAO for FINAL APPROVAL Date: 06/22/22

7) CAO forwards 3 originals to CCO Date: _____

8) City Clerk: Scan original and forwards 6 originals to: Eleni Ward-Jankovic/8228

Attach _____ certified Reso # _____ YES NO

Original Route form to Edica H. / 60889