

**FIRST AMENDMENT TO FORT LAUDERDALE COMMUNITY  
REDEVELOPMENT AGENCY PROPERTY AND BUSINESS  
INVESTMENT IMPROVEMENT PROGRAM AGREEMENT  
(Inside the Focus Area)**

THIS FIRST AMENDMENT TO FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY PROPERTY AND BUSINESS INVESTMENT IMPROVEMENT PROGRAM AGREEMENT dated October 16, 2019, is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022 by and between:

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

and

**CRAVEMADNESS, LLC.**, a Florida Limited Liability  
Company, hereinafter referred to as “Developer”,

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

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

WHEREAS, Cravemadness, LLC., a Florida Limited Liability Company was approved for a Property and Business Improvement Program (“PBIP”) forgivable loan not to exceed \$225,000 for improvements to the property located at 560 NW 7<sup>th</sup> Avenue, Fort Lauderdale, FL 33311 (the “Property”) in accordance with the Property and Business Improvement Program Agreement dated March 20, 2019, between the CRA and Developer (the “Agreement”); and

WHEREAS, the Developer has entered into a lease with MJDC AOA, LLC, the property owner and Developer desires to make improvements for build-out and equipment for the proposed Jamaican Jerk Shack Restaurant at Shoppes on Arts

Avenue; and

WHEREAS, due to rising construction cost, the Developer requested additional funding in the amount of \$347,219.89 from the PBIP Program; and

WHEREAS, on October 11, 2022, the CRA Advisory Board recommended approval of the additional funding under the PBIP Program, waiving the maximum funding amount under the PBIP Program, and

WHEREAS, to encourage the development within the area, the Agency will contribute additional funds to be applied to the Project; 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

The following definitions replace 2.5 and 2.26 of the Agreement.

2.5 Agency Funds or Funding. The lesser of Five Hundred Seventy-Two Thousand Two Hundred Nineteen and 89/100 Dollars (\$572,219.89) or 90% of the Project Improvement Cost.

2.26 Project Cost. Costs for the Project that are eligible for payment with Agency Funds from the PBIP Program as shown on Exhibit "D", up to a maximum of 90% of the total Project Cost for the Project, or \$572,219.89, whichever is less, including the cost of material and labor for building and site improvements contemplated by this Agreement, equipment, development permitting cost and architectural and engineering design fees. The Developer has represented that the total Project Cost, is approximately \$705,035.07. An updated accounting of the Project Cost will be provided to the Agency in conjunction with the Developer's request for Agency Funds.

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 the Property and Business Investment Improvement Program Agreement, as amended, the Agency agrees to loan to the Developer for the Project the lesser of an amount not to exceed \$572,219.89 or 90% of the total Project Cost. Funding shall be made after Developer executes the Note and Personal Guaranty and such other documents requested by the Agency.

Section 6.4 (a) is deleted and replaced with the following.

(a) Closing on Agency Funds. The Closing on Agency Funds for the forgivable loan shall occur on the date provided on 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 Cost including the construction cost of the Project shown in the executed Construction Contract, equipment and soft cost relating to the construction consisting of permitting and architectural and engineering fees shall be used in the formula outlined herein to determine the amount of the loan. Funding shall be made after Developer and Owner execute the Subsequent Note, Consolidated Note (attached hereto as Exhibit "F" and "H") and Personal Guarantee (attached hereto as Exhibit "E") 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.

ARTICLE 9. is deleted and replaced with the following:

ARTICLE 9  
DISBURSEMENTS

9.1 Procedures for Invoicing and Payment. During the development of the Project, provided the Agency has received a final construction budget, sources and uses and schedule of values, Agency shall make advances for eligible expenses associated with the Project as provided on Exhibit "D".

Draw Requests. Advances hereunder shall be made no more frequently than once a month upon compliance with the conditions of this Agreement and the following conditions in form and substance satisfactory to Agency, in its sole but reasonable discretion:

(a) No Default: The warranties and representations contained in this Agreement are correct and true, all the covenants, terms and conditions of this Agreement remain satisfied, all conditions contained in Article 6.4 have been satisfied, and no unmatured event of default or event of default has occurred as of the date of the advance.

(b) Request and Evidence of Construction and Payment: Ten (10) business days prior to each advance, Developer shall supply Agency with a written request for (in form acceptable to Agency) executed by Developer for an advance, which request shall set forth the amount sought, shall constitute a covenant and affirmation of Developer that the warranties and representations in this Agreement are correct and true, that all the covenants, terms and conditions of this Agreement are being complied with, and that no unmatured event of default or event of default has occurred as of the date of the advance. The form for advances of the Agency Funds must be executed by Contractor and all requests for Agency Funds must be accompanied by such other evidence as may from time to time be reasonably requested by Agency, including, but not limited to, applications, certificates and affidavits of Agency, general contractor, and title company, if any, showing:

(i) The percentage of completion of the improvements and the value of that portion of the improvements completed at that time.

(ii) To the extent required under applicable Florida law, waiver of liens one month in arrears from all subcontractors and materialmen indicating the dollar amount received from previous draw. Waiver of liens from general contractor for the total amount of the previous draw and indicating that all outstanding claims for labor, materials and fixtures through the date of the last advance have been paid and liens therefor waived in writing, except for non-paid claims approved by Agency.

(iii) That Developer has complied with all of their respective obligations under the Agency documents as of the date of the request for an advance.

(iv) To the extent required by Agency, copies of all bills or statements for expenses for which the advance is required.

(v) That all change orders and extras required to be approved have been approved in writing by Agency.

(vi) That the amount of undisbursed Agency Funds is sufficient to pay the cost of completing the improvements in accordance with the Plans, as same may have been amended or evidence that Developer has sufficient funds to cover the cost overruns.

(vii) That each requisition of funds is to be used for the specific account for which the requisition is made.

(viii) That funds requested to be disbursed are not for any other purpose or in any other amount than as described and allocated on the Project budget.

(ix) Any change orders, cost overruns or other associated construction costs that are not covered by the balance of the loan, must first be funded by the Developer prior to the Agency funding the next draw.

The request for an advance shall contain claims for labor and materials to the date of the last inspection by the Agency and not for labor and materials rendered thereafter. One (1) time each month, the Agency may inspect the Property to determine the percentage of completion for purposes of the next request for an advance.

Disbursements. Disbursements by Agency shall be made to Developer, or at the election of the Agency in its sole discretion directly to the general contractor or vendor providing the labor or material, or at Agency's option, through title company, if any, and Developer shall comply with all disbursing requirements of Agency and title company.

Developer's Contribution. The Developer represents that in addition to Agency funds it will fund the remainder of the Project through its own funds or through an additional project lender and is obligated to fund the balance of the Project costs in excess of the Agency Funds and any costs overruns. Further, Developer shall fund its contribution towards costs related to the Project before the Agency will make any disbursement under this Agreement. Alternatively, Agency in its sole discretion shall have the option to fund approved Project Costs pari parsu with Developer's funds.

Final Advance. Within ten (10) days of the completion of the improvements being funded with Agency Funds, in addition to satisfying all of the conditions and supplying all of the documents required under this Agreement, Developer shall supply Agency with the following documents prior to payment of the final advance and, in form and substance reasonably acceptable to Agency:

1) Certificates from Developer's architect, engineer, contractor, certifying that the improvements (including any off-site improvements) have been completed in accordance with, and as completed comply with, the Plans and all laws and governmental requirements; and Agency, upon request, shall have received two (2) sets of detailed "as built" Plans approved in writing by Developer, Developer's architect, and each contractor;

2) Final affidavits (in a form approved by Agency) from architect, engineer, general contractor and each contractor certifying that each of them and their subcontractors, laborers, and materialmen has been paid in full for all labor and materials for construction of the improvements; and final lien releases or waivers (in a form approved by Agency) by architect, engineer, general contractor, and all subcontractors, materialmen, and other parties who have supplied labor, materials, or services for the construction of the improvements, or who otherwise might be entitled to claim a contractual, statutory or constitutional lien against the Property;

3) Evidence satisfactory to Agency that all laws and governmental requirements have been satisfied, including receipt by Agency of all necessary governmental licenses, certificates and permits (including certificates of occupancy) with respect to the completion, use, occupancy and operation of the improvements, together with evidence satisfactory to Agency that all such licenses, certificates, and permits are in full force and effect and have not been revoked, canceled or modified;

4) Certificates of Occupancy for the improvements;

5) Policies of fire, lightning and extended coverage insurance, and such other types of insurance as may be reasonably required by Agency in such amounts and containing such terms as required in this Agreement or as otherwise required by Agency, endorsed to show the interests of Agency and in form and substance and written by companies satisfactory to Agency.

6) The Agency's Authorized Representative without further approval from the governing body of the Agency shall have the discretion to waive certain requirements relating to disbursements and draw request which are considered cumbersome or excessive in its sole discretion given the size, scope and nature of the Project.

Section 14.1 (3) is deleted and replaced with the following:

(3) Developers sells or otherwise transfers its leasehold interest in the Property prior to expiration of the five (5) year term as described in the Agreement.

All other sections of Article 14 remain unchanged and are hereby ratified and confirmed by the Agency and Developer.

Exhibit "D" is deleted and replaced with the EXHIBIT "D" REVISED BUDGET – PROJECTED AGENCY FUNDS

Exhibit "E" is deleted and replaced with the EXHIBIT "E" REVISED PERSONAL GUARANTEE

Exhibit "F" RESTATED AND CONSOLIDATED PROMISSORY NOTE is added to the Agreement

Exhibit "H" NOTE is added to the Agreement

Ratify.

The Agreement is hereby ratified and remains in full force and effect according to the terms of this Agreement and this First Amendment.

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

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[Witness print or type name]

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[Witness print or type name]

ATTEST:

APPROVED AS TO FORM:  
Alain Boileau, General Counsel

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David R. Soloman, CRA Secretary

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



**DEVELOPER:**

WITNESSES:

Cravemadness, LLC., a Florida Limited Liability Company

By: \_\_\_\_\_  
Christine Mills, Manager

\_\_\_\_\_  
[Witness print or type name]

\_\_\_\_\_  
[Witness print or type name]

WITNESSES:

Cravemadness, LLC., a Florida Limited Liability Company

By: \_\_\_\_\_  
Garfield Mills, Manager

\_\_\_\_\_  
[Witness print or type name]

\_\_\_\_\_  
[Witness print or type name]

STATE OF FLORIDA  
COUNTY BROWARD

The foregoing instrument was acknowledged before me by means of \_\_\_\_ physical presence or \_\_\_\_ online notarization this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by Christine Mills, Manager of Cravemadness, LLC., a Florida Limited Liability Company on behalf of the company. She is personally known to me or has produced \_\_\_\_\_ as identification.

Notary Public, State of Florida  
(Signature of Notary taking

Acknowledgment)

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

My Commission Expires:

\_\_\_\_\_  
Commission Number

STATE OF FLORIDA  
COUNTY BROWARD

The foregoing instrument was acknowledged before me by means of \_\_\_\_ physical presence or \_\_\_\_ online notarization this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by Garfield Mills, Manager of Cravemadness, LLC., a Florida Limited Liability Company on behalf of the company. He is personally known to me or has produced \_\_\_\_\_ as identification.

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

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

My Commission Expires:

\_\_\_\_\_  
Commission Number

## **EXHIBIT “D”**

### **AMENDED BUDGET – PROJECT AGENCY FUNDING**

# Project Improvements

<b>Soft Cost</b>			
Asbestos County Fee	Broward County BCC	\$	-
Environmental Review Fee	Broward County BCC	\$	275.00
Building Permit	City of Fort Lauderdale	\$	1,618.00
Plumbing Permit	City of Fort Lauderdale	\$	510.87
Electrical Permit	City of Fort Lauderdale	\$	291.31
Mechanical Permit	City of Fort Lauderdale	\$	1,000.00
Thirty Day Temp Permit	City of Fort Lauderdale	\$	120.00
Storm Water Fee	City of Fort Lauderdale	\$	9,978.00
Architect		\$	25,000.00
<b>SubTotal</b>		<b>\$</b>	<b>38,793.18</b>
Notice of Commencement	Broward County BCC	\$	10.00
<b>Total Soft Cost</b>			<b>\$ 38,803.18</b>
<b>Total Hard Cost and Equipment</b>			
Concrete Cutting		\$	3,500.00
Form Slab & Finish Concrete		\$	1,300.00
Wire and Visqueen		\$	400.00
Concrete (7 yards)		\$	1,500.00
Spray and Tamp		\$	362.15
Densities		\$	265.00
Electrical		\$	60,000.00
Plumbing & Gas		\$	50,000.00
Plumbing Fixtures		\$	10,000.00
Mechanical		\$	114,573.00
Framing, Drywall Hang & Finish (Labor)		\$	19,000.00
Framing & Drywall (Material)		\$	10,400.00
Doors, Door Hardware and Bathroom Accessories		\$	5,024.00
FRP (Labor)		\$	1,200.00
FRP (Material)		\$	2,600.00
Drop Ceiling (Labor)		\$	5,200.00
Drop Ceiling (Material)		\$	6,000.00
Bar Carpetry (Allowance)		\$	30,000.00
Painting		\$	8,000.00
Flooring		\$	30,000.00
Ceiling Fans (Allowance)		\$	6,000.00
Televisions		\$	8,000.00
Kitchen Hood System		\$	50,000.00
Kitchen Cool 10 Ton Split System		\$	20,000.00
Cook Line Equipment & Smoker		\$	41,000.00
Bar Equipment		\$	10,000.00
Furniture Fixtures & Kitchen Line Equipment		\$	50,000.00
Security Cameras & Equipment (Allowance)		\$	8,500.00
Signage (Allowance)		\$	20,000.00
Trash Removal and Cleaning		\$	4,000.00
Overhead		\$	57,682.42
Profit		\$	31,725.33
<b>Total Hard Cost &amp; Equipment</b>		<b>\$</b>	<b>666,231.89</b>
<b>TOTAL COST</b>		<b>\$</b>	<b>705,035.07</b>
Landlord's Contribution per Lease: (1) Bathroom and 5-Ton AC Unit			\$30,000.00
Developers Contribution			
Purchased Furniture Fixture & Kitchen Line Equipment			\$54,000.00
Architectural & Permitting			\$28,815.38
<b>Total Developers Contribution</b>			<b>\$82,815.38</b>
<b>CRA Funding</b>			
FAÇADE Program Funding Approved 1-22-2019			\$20,000.00
PBIP Program Funding Approved 1-22-2019		\$225,000.00	
Additional Requested PBIP Program Funding		\$347,219.89	
<b>Total Revised Property and Business Improvement Program (PBIP) Funding</b>			<b>\$572,219.89</b>
<b>Total PBIP Program Funding Requested from CRA</b>			
<b>(90% of \$705,035.07 or \$572,219.89, whichever is less)</b>			
Itemized project cost to be supplemented upon request			
Maximum CRA PBIP Funding			\$572,219.89

**EXHIBIT “E”**

**REVISED PERSONAL GUARANTEE**

EXHIBIT "E"

**REVISED PERSONAL GUARANTY**

WHEREAS, the Fort Lauderdale Community Redevelopment Agency ("Agency") and CRAVEMADNESS, LLC ("Developer") entered into a Property and Business Improvement Program Agreement ("Agreement") dated March 20, 2019 and a First Amendment to the Property and Business Improvement Program Agreement (First Amendment) dated \_\_\_\_\_2022. Wherein the Agency agreed to loan Developer Five Hundred Seventy Two Thousand Two Hundred Nineteen and 89/100 Dollars (\$572,219.89) as evidenced by a Promissory Note in the amount \$225,000 and the Promissory Note in the amount of \$347,219.89 and the Consolidated Promissory Note (the "Notes") for improvements for build-out and equipment for the fast casual restaurant/bar located at 560 NW 7<sup>th</sup> Avenue, Fort Lauderdale, more commonly described in Exhibit "D", which shall improve and enhance the proposed Jamaican Jerk Shack Restaurant at Shoppes On Arts Avenue, upon certain terms and conditions pursuant to the Agreement; and

WHEREAS, as a condition of the Loan, the Agency required a Personal Guaranty from Christine and Garfield Mills ("Guarantors"), for the Loan; and

WHEREAS, the Agency relies on this Personal Guaranty of Christine and Garfield Mills, who are the principals and owners of Cravemadness, LLC, which acknowledges the receipt of substantial benefit from the terms of the Loan;

NOW, THEREFORE, in consideration of the premises, in order to induce the Agency to extend the Loan to Developer and other good and valuable consideration, the sufficiency of which is hereby stipulated, Guarantors agree to a Personal Guaranty as more particularly provided below:

The foregoing recitals are true and correct.

1. A default by Developer or Guarantors in any of the terms or conditions of the Promissory Note and the Agreement between Developer and the Agency shall constitute a default under the terms of this Guaranty.
2. Guarantors, jointly or severally, unconditionally and absolutely guarantee to the Agency that all loans made or to be made by the Agency to Developer under the Agreement referenced herein and any amendments thereto, shall be fully paid when and as due, and that all indebtedness and liability of the Guaranty to the Agency will be fully paid without delinquency or default.

3. Guarantors waive any notice of the acceptance of this Guaranty and of the incurring of liabilities by Developer to the Agency, and waives any presentment, demand, protest, or notices of dishonor, nonpayment or other default with respect to any of the liabilities.
4. Guarantors grant to the Agency full power in its absolute discretion and without notice to Guarantors, to do any or all of the following:
  - a) Grant any extension or renewal of the liabilities of Developer to the Agency and any other indulgences with respect thereto, and to effect any release, compromise, or settlement with respect to Developer.
  - b) Forbear from calling upon Developer for any collateral to secure the liabilities of Developer to the Agency either at the time of the incurring of the liabilities or later; and
  - c) Consent to, or permit, the substitution, exchange, or release of all or any part of any collateral or security that at any time may be mortgaged, pledged, or hypothecated by Developer, or by any other person(s), firm(s) or company or companies, to or with the Agency, whether or not the collateral or security, if any received by Agency on any such substitution, exchange or release shall be of the same or different character or value from the collateral or security surrendered by the Agency.
5. Guarantors shall have no rights or recourse against the Agency nor will Guarantors' obligation to the Agency under this Guaranty be impaired or affected in any way by reason of any action the Agency may take or fail to take under this Guaranty.
6. If Developer shall fail to pay all or any part of the liabilities due, whether at maturity, by acceleration, or otherwise, Guarantors within thirty (30) days, after written demand for payment, shall pay the amount of the liabilities in full.
7. The Agency is not required as a condition to the enforcement of its rights under this Guaranty to make any demand on, or pursue or exhaust any of its rights or remedies against Developer or others, or to pursue or exhaust any of its rights or remedies with respect to any collateral or security that may have been mortgaged, pledged, or hypothecated by Developer or others to secure the liabilities and Guarantors hereby waive any releases and rights of exoneration and any equity or right to marshaling that it might otherwise have.
8. Guarantors have no right of subrogation with respect to the liabilities or any property that may be mortgaged, pledged or hypothecated as security for it.
9. It is understood that this Guaranty shall be a continuing and irrevocable guaranty and indemnity for the indebtedness of the Developers to the Agency.

- II. In the event suit shall be brought for the collection hereof, or the same has to be collected upon demand of an attorney, the Guarantors agree to pay all costs of such collection, including reasonable attorney's fees and court costs at the trial and appellate levels. Failure of the Agency to exercise any of its rights hereunder shall not constitute a waiver of the right of Agency to exercise the same.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**[SIGNATURE PAGE FOLLOWS]**



**SIGNATURE PAGE FOR PERSONAL GUARANTY**

WITNESSES

\_\_\_\_\_  
\_\_\_\_\_  
[Witness-print or type name]

**GUARANTORS:**

By: \_\_\_\_\_  
Christine Mills, individually

WITNESSES

\_\_\_\_\_  
\_\_\_\_\_  
[Witness-print or type name]

By: \_\_\_\_\_  
Garfield Mills, individually

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of \_\_\_\_ physical presence or \_\_\_\_ online notarization this \_\_\_\_ day of \_\_\_\_\_, 2022 by Christine Mills, individually and Garfield Mills individually. They are personally known to me or have 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:

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Commission Number

**EXHIBIT “F”**

**RESTATED AND CONSOLIDATED PROMISSORY NOTE**

\$572,219.89

Fort Lauderdale, Florida  
\_\_\_\_\_, 2022

### RESTATED AND CONSOLIDATED PROMISSORY NOTE

**THIS NOTE RESTATES AND CONSOLIDATES THAT PROMISSORY NOTE DATED MARCH 7, 2019, IN THE PRINCIPAL AMOUNT OF \$225,000.00 BETWEEN THE MAKER (DEFINED BELOW) AND THE AGENCY (DEFINED BELOW) AND THAT PROMISSORY NOTE DATED \_\_\_\_\_, 2022, IN THE PRINCIPAL AMOUNT OF \$347,219.89 BETWEEN THE MAKER AND THE AGENCY**

FOR VALUE RECEIVED, the undersigned CRAVEMADNESS, LLC., a Florida Limited Liability Company (the "Maker") promises to pay to the order of the FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY, a Community Redevelopment Agency created pursuant to Chapter 163, Part III, Florida Statutes ( the "Agency") or its successors in interest, the principal amount of Five Hundred Seventy Two Thousand Two Hundred Nineteen and 89/100 Dollars (\$572,219.89) or so much as has been advanced.

- III. TERM: The term of this loan is five (5) years from Completion Date as contemplated in the Property and Business Investment Improvement Agreement between Maker and Agency dated March 15, 2019, as amended by that First Amendment to Property and Business Investment Improvement Agreement between Maker and Agency dated \_\_\_\_\_, 2022 (the "Agreement") such Agreement being on file with the City Clerk of the City of Fort Lauderdale, Florida, 100 North Andrews Avenue, Fort Lauderdale, Florida.
- IV. 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.
- V. PAYMENT: Payment on the principal amount of the loan shall not be required so long as the Maker's leasehold interest is not sold or transferred for a five (5) year period following the Completion Date, the property continues to be used for the Project as contemplated by the Agreement for a five (5) year period following the Completion Date and the Developer is not in default of any provisions of the Agreement. After 5 years from the Completion Date, the principal balance due shall be reduced to zero provided Maker has complied with all the terms of the

Agreement and is not in default. Payment of the entire principal amount, plus the maximum interest rate allowable by applicable law is due immediately: (1) upon the sale, transfer or refinance of the Maker's leasehold interest in the property legally described in the Mortgage within five (5) years from the Completion Date; or (2) should there be any uncured event of default as described in this Note or the Agreement within five (5) years from the Completion Date.

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

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

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

- VI. SECURITY: This Note is secured by the Personal Guaranty by Christine Mills, individually, and Garfield Mills, individually in favor of the AGENCY, dated \_\_\_\_\_. The Agency agrees to look to the personal property of the Maker and Personal Guaranty as security for this Note in full, at any time to satisfy the debt established by this Note.
- VII. WAIVER: The Maker of this Note further agrees to waive demand, notice of non-payment and protest, and to the extent authorized by law, any and all exemption rights which otherwise would apply to the debt evidenced by this Note. In the event suit shall be brought for the collection hereof, or the same has to be collected upon demand of an attorney, the Maker agrees to pay all costs of such collection, including reasonable attorney's fees and court costs at the trial and appellate levels. Failure of the Agency to exercise any of its rights hereunder shall not constitute a waiver of the right of Agency to exercise the same.
- VIII. GOVERNING LAW: This note is to be construed and enforced according to the laws of the State of Florida.

Maker:  
CRAVEMADNESS, LLC.,  
a Florida Limited Liability Company

By: \_\_\_\_\_  
Print Name: Christine Mills  
Title: Manager

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

Print Name: Garfield Mills  
Title: Manager

**EXHIBIT "H"**

NOTE

## PROMISSORY NOTE

THIS INSTRUMENT PREPARED BY:

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

\$347,219.89

Fort Lauderdale, Florida  
\_\_\_\_\_, 2022

FOR VALUE RECEIVED, the undersigned CRAVEMADNESS, LLC., a Florida Limited Liability Company (the "Maker") promises to pay to the order of the FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY, a Community Redevelopment Agency created pursuant to Chapter 163, Part III, Florida Statutes (the "Agency") or its successors in interest, the principal amount of Three Hundred Forty Seven Thousand Two Hundred Nineteen and 89/100 Dollars (\$347,219.89) or so much as shall be advanced under this Note.

- IX. TERM: The term of this loan is five (5) years from the Project Completion Date as contemplated in the Fort Lauderdale Community Redevelopment Agency Property and Business Investment Improvement Program Agreement between Maker and Agency dated October 16, 2019 (the "Agreement") as amended by that First Amendment to Property and Business Investment Improvement Agreement between Maker and Agency dated \_\_\_\_\_, 2022, such Agreement being on file with the City Clerk of the City of Fort Lauderdale, Florida, 100 North Andrews Avenue, Fort Lauderdale, Florida.
- X. 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.
- XI. PAYMENT: Payment on the principal amount of the loan shall not be required so long as the Maker's Leasehold interest is not sold or transferred for a five (5) year period following the Project Completion Date and the Property continues to be

used for the Project as contemplated by the Agreement for a five (5) year period following the Project Completion Date and the Developer is not in default of any provision of the Agreement. After 5 years from the Project Completion Date, the principal balance due shall be reduced to zero provided Maker has complied with all the terms of the Agreement and is not in default. Payment of the entire principal amount, plus the maximum interest rate allowable by applicable law is due immediately: (1) upon the sale or transfer of the Maker's Leasehold Interest or refinance of the property legally described in the Agreement within five (5) years from the Project Completion Date; or (2) should there be any uncured event of default as described in this Note, the Mortgage, or the Agreement within five (5) years from the Completion Date.

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

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

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

SECURITY: This Note is secured by the Personal Guaranty of Christine Mills, individually, and Garfield Mills, individually, in favor of Agency, dated \_\_\_\_\_, 2022 (the "Personal Guaranty"). The Agency agrees to look solely to the personal property of the Maker and Personal Guaranty as security for this Note in part or in full, at any time to satisfy the debt established by this Note.

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

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

Maker:  
CRAVEMADNESS., LLC., a Florida  
Limited Liability Company

By: \_\_\_\_\_  
Christine Mils, Manager

By: \_\_\_\_\_  
Garfield Mills, Manager