

**FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY
PROPERTY AND BUSINESS INVESTMENT PROGRAM FUNDING
AGREEMENT**

THIS AGREEMENT is made and entered into this _____ day of _____, 2015 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

BROOKLYN ITALIAN ICE, 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 Investment/ Program ("Program"); and

WHEREAS, the CRA Board approved Program contemplated awarding funding for property owners not tenants; and

WHEREAS, pursuant to the approved Program, the CRA Board also limited the percentage of CRA funds in relation to the total cost of the planned improvements; and

WHEREAS, Developer's application for funding does not comply with the approved Program guidelines; and

WHEREAS, the CRA staff has determined, however, that this application for funding should be considered by the Board as an exception to the originally outlined terms of the Program, since they believe it will be in furtherance of the Plan for the Area; and

WHEREAS, the Developer will lease a Project Site within an existing building and desires to improve the building for use; and

WHEREAS, to encourage the development within the Area, the Agency will

contribute funds to be applied to completion of the Project; and

WHEREAS, the Agency and the Developer are desirous of entering into this Agreement to effectuate the development of the Project; and

WHEREAS, on _____ the Agency found that the application for funding by the Developer furthers the Plan for the Area and authorized execution of this Agreement and a separate façade program agreement with Developer;

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:

ARTICLE 1 RECITALS

1.1 The foregoing recitals are true and correct are hereby incorporated herein.

ARTICLE 2 DEFINITIONS

2. For the purposes of this Agreement the following initially capitalized terms when used in this Agreement (except as herein and otherwise expressly provided or required by the context) shall have the following meanings:

2.1 Advisory Board. The Northwest Progresso Flagler Heights Redevelopment Advisory Board.

2.2 Act. Part III, Chapter 163, Florida Statutes, and any amendments or revisions thereto.

2.3 Agency. The Fort Lauderdale Community Redevelopment Agency, and its successors or assigns.

2.4 Agency Funds or Funding. Up to \$60,869.46.

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

2.6 Area or Community Redevelopment Area. The community redevelopment area, known and referred to as the Northwest-Progresso-Flagler Heights 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 this Resolution No. 95-86 adopted on June 20, 1995, as amended by Resolution No. 01-121, adopted on July 10, 2001, and established as the area of operation of the Agency by Resolution No. 95-86 and for which a community redevelopment plan for the Northwest Progresso Flagler Heights Redevelopment Area was approved by the City Commission in Resolution No. 95-170 on November 7, 1995, as amended on May 15, 2001 by Resolution No. 01-86 and as further amended ("Plan").

2.7 Authorized Representative. For Agency, the Executive Director of the Agency. For Developer, Bradley Minto. The Authorized Representative shall be the person designated and appointed to act on behalf of a party as provided in this Development Agreement. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Authorized Representative to the extent not in conflict with the terms of this Agreement.

2.8 Building Permit. The one or more permits, required by the City or any other applicable governmental authority having jurisdiction over the Project, to be issued after the Permits have been obtained, but required before commencement of any construction of the Project, including demolition of any structure located on the Project Site.

2.9 Certificate of Occupancy. Means the certificate of occupancy or certificate of completion issued by the City or other appropriate Governmental Authority for the entire Project to be properly permitted, occupied, opened for business and used as contemplated by this Agreement.

2.10 City. The City of Fort Lauderdale, a Florida municipal corporation, and its successors and/or assigns, and any officers, employees and agents thereof.

2.11 Commencement Date. The date upon which the Developer issues a notice to proceed to the Contractor to commence construction of the Project, which date shall be identified by the Developer in a notice to Agency.

2.12 Completion Date. The date on which the construction of the Project has been substantially completed in accordance with this Agreement as evidenced by a final Certificate of Occupancy.

2.13 Contractor. One or more individuals or firms licensed as a general contractor by the State of Florida, bonded to the extent required by applicable law, and hired by the Developer to construct any part of or the entire Project, or both.

2.14 Construction Contract. Contract or contracts between the Developer and the Contractor for the construction of all or any part of the Project.

2.15 Construction Period. The period of time beginning on the Commencement Date and ending on the Completion Date, as provided in the Project Schedule.

2.16 Developer. Brooklyn Italian Ice, LLC, a Florida limited liability company, or its successors or assigns whose principal place of business is, 1306 East Las Olas Blvd. Fort Lauderdale, FL 33301.

2.17 Developer's Architect. Such individuals, partnerships, firms or other persons retained by Developer as architects to prepare the plans and specifications for the Project, and any engineers, planners, designers, consultants, or others retained by the Developer or any architect retained by the Developer in connection with the preparation thereof.

2.18 Effective Date. The date on which this Agreement is executed by both parties as dated at the beginning of this Agreement.

2.19 Executive Director. The Executive Director of the Agency as designated and appointed by the governing body of the Agency.

2.20 Exhibits. The exhibits attached hereto and made a part of this Agreement.

2.21 Florida Statutes. References to Florida Statutes herein are to Florida Statutes (2014), as same shall be amended from time to time.

2.22 Force Majeure. The following described events that for the purposes of Article 18.1 of this Agreement result in delays in any performance contemplated by and set forth in this Agreement: fire, flood, earthquake, hurricane; unavailability of labor, materials, equipment or fuel; war, declaration of hostilities, terrorist attack, revolt, civil strife, altercation or commotion, strike, labor dispute, or epidemic; archaeological excavation; lack of or failure of transportation facilities; any law, order, proclamation, regulation, or ordinance of any government or any subdivision thereof except the City, or acts of God.

2.23 Including. As used herein, the term "include," "including" and similar terms shall be construed as if followed by the words "without limitation."

2.24 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 \$60,869.46, including the cost of material and labor for building and site improvements contemplated by this Agreement, development permitting cost and architectural and engineering design fees. The Developer has represented that the Project Improvement Cost is approximately \$158,671.06. An updated accounting of the Project Improvement Cost will be provided to the Agency in conjunction with Developer reimbursement request for Agency Funds.

2.25 Permits. Any permits, licenses, certificates or other approvals or consents of the City or any other governmental authority having jurisdiction over the Project or the Project Site required to be issued or granted before issuance of the Building Permit and commencement of construction of the Project, including, without limitation, approvals or consents relating to the site plan, zoning, land use, or environmental regulations.

2.26 Plans and Specifications. 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 prepared by the Developer's Architect.

2.27 Project. The project consists of build-out improvements to the Project Site for Occupancy by the Developer for an Italian Ice retail store.

2.28 Project Schedule. The schedule for the commencement and completion of construction of the Project, which is attached hereto as Exhibit "C".

2.29 Project Site. Approximately 700 square feet located in the eastern most portion of building located at 560 NW 7th Avenue in Fort Lauderdale, Florida) more particularly described in Exhibit "A". Project fronts Sistrunk Boulevard which is identified as the Primary Area in accordance with the Program funding guidelines.

2.30 Right to Contest. Procedures set forth in Article 16.3.

2.31 Site and Project Plan. Design plans, drawings, and other descriptions of the Project indicating the size and location of the Developer's proposed improvements to the Project Site which is attached hereto as Exhibit "B", as the same may be amended as approved by Agency subject to development review requirements under the City's Unified Land Development Regulations (ULDR) as applicable.

2.32 ULDR. The City of Fort Lauderdale Unified Land Development Regulations.

2.33 Use of Words and Phrases. Words of the masculine gender shall be

deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the singular shall include the plural as well as the singular number, and the word "person" shall include corporations and associations, including public bodies, as well as natural persons. "Herein," "hereby," "hereunder," "hereof," "hereinbefore," "hereinafter" and other equivalent words refer to this Agreement and not solely to the particular portion thereof in which any such word is used.

ARTICLE 3 FINDINGS

3.1. Findings. The Agency and the Developer do hereby find and acknowledge the following as of the Effective Date:

- (a) The Developer represents that it leases the Project Site legally described as follows:

See Exhibit "A" attached hereto
and made a part hereof

and more generally known as:

- (b) The Agency desires to encourage and assist redevelopment within the Area, and it is necessary for the Agency to financially assist projects providing such commercial use in the Area.
- (c) The Developer qualifies for financial assistance under the Agency's Program as modified by the Agency for this Project.
- (d) The Developer needs assistance from the Agency and that but for the commitment by the Agency to loan funds as provided herein to be used to pay costs of developing the Project, the Developer would be unable to develop the Project as contemplated by this Agreement.
- (e) The Project is necessary for carrying out the community redevelopment objectives in the Area as set forth in the Plan.
- (f) The public benefits accruing from the Project (i) warrant the contribution and expenditure of the Agency Funds, (ii) are for a public purpose, (iii) are in the public interest, and (iv) further the goals and objectives of the Plan.

ARTICLE 4
PROJECT SITE

4.1 The Developer represents to the Agency that the Project Site is appropriate and available for development of the Project thereon.

4.2 The Developer represents to the Agency that the Project Site does not contain any adverse environmental conditions that will prevent or adversely affect development of the Project thereon or the use of the Project as described in this Development Agreement following the Completion Date.

4.3 The Developer covenants and agrees with the Agency that it and its principal owners identified in Article 19.10 of this Agreement shall continue to lease the Project for a period of no less than five (5) years commencing on the Project Completion Date. During this five year-period, the Developer agrees to submit annually on the year anniversary of the Completion Date, an affidavit executed by the Developer that the Lease has not been terminated and is still being used for the Project.

ARTICLE 5
PROJECT PLANS AND GOVERNMENTAL APPROVALS

5.1 Permits. The Developer shall file, on or before the time provided in the Project Schedule, the Plans and Specifications to the City for review and approval in accordance with its customary procedures for review of plans and specifications required for issuance of any of the Permits and issuance of the Building Permit. Developer shall be responsible for any fees and costs associated with the application and approval of the required Permits.

5.2 Agency Assistance.

- (a) The Agency's staff assistance and cooperation with the Developer contemplated shall not affect the City's right to act on regulatory matters in its governmental capacity in accordance with all applicable laws or ordinances. Nothing in this Agreement shall be construed or deemed to contractually or otherwise obligate the City to enact any ordinance or take any other regulatory action.
- (c) The permitting, licensing and other regulatory approvals by the City shall be in accordance with the established procedures and requirements of the City for projects of a similar type and nature as the Project.

ARTICLE 6
PROJECT FINANCING

6.1 Project Financing. 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.

6.2 Agency Funds-Forgivable Loan.

- (a) 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, the Agency agrees to loan to the Developer for the Project an amount not to exceed \$60,869.46.
1. 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 as described in Paragraph 15.
 2. Term of Repayment. Payment on the principal amount of the loan shall not be required so long as the property is maintained as the Project and not in default, for a five (5) year period following the Completion Date. The loan will be forgiven in equal amounts annually starting on the anniversary of the first year after Completion Date and continuing until for 5 years thereafter. Repayment will become due and payable upon the termination of the Lease agreement for the Property during the five (5) year period or a default of the terms of this Agreement occurs. 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.
- (b) Disbursement of Agency Funds. The Initial Disbursement of Agency Funds for the forgivable loan as described in Article 9 shall occur on the date provided in the Project Schedule. As a condition to any disbursement of Agency Funds, 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 not to exceed amount of \$60,869.46, based on the total eligible Project costs of approximately \$158,671.06.

The total amount of Agency Funds shall be calculated at the time of the first disbursement. In no event will the Agency Funds exceed \$60,869.46, but shall be reduced based on a reduction of overall Project Improvement Costs.

- (c) Additional Conditions Precedent to the Agency's Obligation to Pay the Agency Funds. The duty of the Agency to pay the Agency Funds, and Agency's other duties under the terms, covenants, and conditions of this Agreement, are expressly subject to the fulfillment to the satisfaction of, or waiver as provided herein, prior to disbursement of any of the Agency Funds of the conditions precedent set forth in this subsection (d). The Developer hereby covenants and agrees to satisfy each of the following obligations on or before the initial disbursement, unless waived in writing by the Agency as to each covenant to be performed by the Developer.

The Developer shall have shown:

- (1) Evidence that there is sufficient funding and interest held by the Developer in the Project Site to secure the completion of the Project including a copy of the lease between Developer and Owner.
- (2) The Permits approved by the City or other appropriate governmental authority; and
- (3) A Construction Contract with the Contractor for construction of the Project, a copy of which shall have been delivered to and approved by the Agency on or before the initial disbursement date.
- (4) The Bradley Minto executes a personal guarantee in substantially the form attached as Exhibit "F" securing the Agency Loan in the total amount to be provided by the Agency as provided in this Agreement and Developer executes a note payable to Agency (with each disbursement) in substantially the form attached as Exhibit "E".
- (5) No action or proceeding shall be pending (whether or not on appeal) or shall have been threatened, and no statute, regulation, rule or order of any federal, state or local governmental body shall be in effect or proposed, in each case, which in the good faith

judgment of either party adversely affects (or if adopted, would adversely affect) the consummation of the transactions by the Developer contemplated by this Agreement; and

(6) The Developer shall not be in default of this Agreement; and

(7) Proof of all applicable insurance.

(d) It is understood and agreed that in the event that any of the conditions precedent provided above have not been met as provided on or before the initial disbursement date, then this Agreement may be terminated by Agency and be of no further force and effect.

6.3 Funding. Funding shall occur in the office of the Agency at which time evidence of all requirements shall be submitted and confirmed by the parties in writing.

ARTICLE 7 PROJECT CONSTRUCTION

7.1 Contractor Prior to the initial disbursement date, the Developer shall enter into a Construction Contract with a Contractor and provide a copy of the Construction Contract to the Agency. The Contractor shall not be an agent or contractor for or of the Agency.

7.2 Construction of Project. The Developer shall cause construction of the Project to begin on or before the Commencement Date. Developer shall diligently continue such construction to the Completion Date and shall not abandon the Project site. The Project shall be constructed in accordance with the Plans and Specifications and the Permits.

7.3 Encumbrances. While the Project is under construction, the Developer shall notify the Agency promptly of any lien or encumbrance which has been asserted, created on or attached to the realty constituting all or part of the Project Site, whether by the involuntary act of the Developer or otherwise, including mechanics liens.

7.4 Inspection. Developer shall permit reasonable inspection of the subject Property by inspectors of the City, Agency or their agents, for determining compliance with all applicable governmental regulations and for the purpose of approving reimbursement request.

ARTICLE 8 ADDITIONAL FUNDS

8.1 Administration. In the event that the Developer selects a contractor whose costs otherwise exceed the policies and guidelines on determining the maximum reasonable costs for the Project or for contract items or additional work which are at the sole cost of the Developer, Developer shall provide evidence at the time of initial funding that sufficient funds are available to complete the Project.

ARTICLE 9 DISBURSEMENTS

Agency Funds provided herein shall be paid after all other funding for the Project (including Landlord contributions, Developer funding and any other source) has been disbursed. Upon receipt and review of invoices from the Developer for material or services for the Project and proof by Developer of all other funding being used, Agency shall disburse funds for completed work with supporting documentation from the contractor and approved by the Developer, subject to confirmation to the Satisfaction of the Agency. Disbursement requests shall not occur more frequently than once per month. The final invoice for payment shall also be accompanied by proof of inspections and signoffs by the Building Official for the Project, final releases by the Contractor customary to construction and a Final Certificate of Occupancy. (b) Upon approval of the Agency staff, payment shall be made payable jointly to the Developer and Contractor.

ARTICLE 10 MAINTENANCE, REPAIR AND REPLACEMENT

10.1 Maintenance and Repairs by the Developer. The Developer shall, at its own expense and subject to reasonable construction conditions and activities, keep the Project and Project Site in good and clean order and condition and will promptly make all necessary or appropriate repairs, replacements and renewals, thereof, whether interior or exterior, structural or non-structural, ordinary or extraordinary, foreseen or unforeseen. All repairs, replacements and renewals shall be equal in quality and class to the original work. When making such repairs, replacements and renewals, the Developer shall comply, if legally required, with all laws, ordinances, codes and regulations then applicable to the Project or Project Site.

10.2 Waste. The Developer shall not permit, commit or suffer waste or impairment of the Project or the Project Site except as may be due to construction activity on the Project Site.

10.3 Project Alterations or Improvements. Before the Completion Date, the

Developer may, from time to time, make such alterations and improvements, structural or otherwise, to the Project as the Developer deems desirable and in accordance with the Site and Project Plan and the Plans and Specifications; provided, however, that prior to the commencement of any such alterations or improvements of sufficient size and scope as to require a Building Permit, the Developer shall submit its plans and specifications for such alterations or improvements to the Agency for review in accordance with the appropriate provisions of this Agreement and receive approvals thereof from the Agency, City or both as required by the Unified Land Development Regulations prior to undertaking such alterations and improvements.

10.4 Post Completion Maintenance and Repair. Notwithstanding anything else contained in this Agreement, The Developer shall, at its own expense and subject to reasonable construction conditions and activities, keep the Project and Project Site in good and clean order and condition and will promptly make all necessary or appropriate repairs, replacements and renewals, thereof, whether interior or exterior, structural or non-structural, ordinary or extraordinary, foreseen or unforeseen. All repairs, replacements and renewals shall be equal in quality and class to the original work. When making such repairs, replacements and renewals, the Developer shall comply, if legally required, with all laws, ordinances, codes and regulations then applicable to the Project or Project Site.

ARTICLE 11 INSURANCE

11.1 Insurance to be Carried by the Developer/Contractor. The Developer/Contractor shall purchase and maintain at its own expense, the following types and amounts of insurance, in forms and companies reasonably satisfactory to the Agency.

- (a) During the Construction Period, the Developer, at its expense, shall keep all of the insurable buildings, property and equipment located on the Project Site insured under a Builder's Risk Insurance policy providing for "all risk property coverage" for loss or damage including the perils of fire, wind, flood, tropical storm or hurricane, theft, vandalism and malicious mischief. Such insurance shall be in a face amount not less than one hundred percent (100%) of the cost of construction of the Project, as set forth in the Construction Contract, and the insurer shall be obligated to pay one hundred percent (100%) of the cost of restoring the improvements constructed, from time to time, during the Construction Period. Each insurance policy shall include the Agency and such project lenders as request it as insured, as the interest of each may appear, and shall provide for loss to be payable to Developer or, to the extent required under the Project Financing, the project lenders.

- (b) Following any Completion Date and during the term of this Agreement, the Developer or its successors, at their expense, shall keep all of the insurable buildings, structures, property and equipment on the Project Site insured under an All Risk property policy for loss or damage including the perils of fire, wind, flood, tropical storm or hurricane, theft, vandalism, and malicious mischief. Such insurance shall be in an amount of no less than the replacement value of said insurable real property, including structures, property and equipment. As provided in Article 11 for any loss or damage to the Project, to the extent that insurance proceeds are available and the necessary or contemplated repairs are feasible, the Developer shall repair any damage or destruction to the Project. Each insurance policy shall name the Agency and such project lenders as request it as additional insured and loss payee, as the interest of each may appear, and provide for the loss to be payable to the Developer or, to the extent provided, the project lenders.
- (c) During the Construction Period, the Developer or Contractor shall secure and maintain or cause to be secured and maintained in full force and effect such commercial general liability insurance including coverage for operations, independent contractors, products, completed operations, broad form property damage and personal injury as will protect the Developer, the Agency, and their agents and employees from any and all claims and damages for injury to persons or death or damage to any property of the Agency, or of the public, which may arise out of or in connection with the performance of any work or operations by the Developer in, on, under, or over the Project Site during the construction of the Project, whether said work or operations shall be by the Developer, the Contractor, or by anyone directly or indirectly contracted, employed or retained by any of them. The amounts of such insurance shall not be less than limits of \$1,000,000.00 per occurrence for injury to persons or death, or for property damage or such larger amount as determined by Developer. The limit of liability for personal injury shall be no less than \$1,000,000.00 and the limit of liability for contractual liability shall be no less than \$1,000,000.00. Each policy shall name the Agency and such project lenders, as request it, as additional insured.
- (d) After any Completion Date and during the term of this Agreement, the Developer shall secure and maintain, or cause to be secured and maintained, in full force and effect, commercial general liability insurance, in an amount not less than \$500,000 per occurrence, and including coverage for premises, completed operations, independent contractors,

broad form property damage and personal injury from any and all claims for damages for injury to persons or death, or for damage to any property of the Agency or the public which may arise out of the Developer's use and occupancy of the Project Site and the operation of the project on the Project Site. Developer may provide this insurance by adding the Agency and their agents and employees as an "additional insured" on any and all policies provided.

- (e) During the Construction Period, the Contractor shall secure and maintain or cause to be secured and maintained in full force and effect auto liability insurance in compliance with State law.
- (f) The Developer, Contractor and all subcontractors shall each secure and maintain in full force and effect Workers' Compensation insurance, if applicable, for all their respective personnel, employed at the site of the work or in any way connected with the work that is the subject of this Agreement if such insurance is required by law to be provided. The insurance required by this provision shall comply fully with the Florida Worker's Compensation law shall include statutory limits on worker's compensation, as well as Employees Liability Insurance with limits of no less than \$500,000.00 per occurrence.
- (g) All insurance and lesser amounts for insurance need to be approved in writing by the City's Risk Manager based on City's insurance requirements for similarly situated developments.

11.2 Non-Cancellation Clause. All insurance policies or agreements required by Article 11.1 hereof shall provide that such policies or agreements cannot be substantially modified, canceled or terminated until after at least thirty (30) days' notice has been given to the Agency and the Developer, to the effect that such insurance policies or agreements are to be substantially modified (including the terms of such modification), canceled or terminated at a particular stated time thereafter.

11.3 Certificate of Insurance. The Developer shall provide or cause to be provided to the Agency policies or certificates of insurance or other acceptable proof of compliance with the insurance provisions of this Agreement at such times as shall be reasonably required and shall file replacement certificates thirty (30) days prior to expiration or termination of the required insurance during the term of this Agreement.

11.4 Right of Parties to Obtain Insurance. In the event the Developer at any time during the term of this Agreement refuses, neglects or fails to secure and maintain in full force and effect any or all of the insurance required by this Agreement, the Agency may procure or renew such insurance and after notice to the Developer that it

must obtain such insurance within thirty (30) days of such notice, all amounts of money paid by the Agency for procurement or renewal of such insurance shall be due and payable forthwith by the Developer to the Agency to the extent either paid the cost of any such insurance together with interest, at the statutory rate, to the date of payment thereof by the Developer. The Agency shall notify the Developer in writing of the date, purposes, and amounts of any such payments made by it pursuant to this Article.

11.5 Non-Waiver of Developer's Obligations. No acceptance or approval of any insurance policy or policies by the Agency or the Developer shall relieve or release or be construed to relieve or release any other party from any liability, duty or obligation assumed by or imposed upon it by the provisions of this Agreement.

11.6 Reasonable Deductible. Any insurance policy required by this Article may contain a reasonable deductible provision provided advance notice of said deductible provision is given by the Developer to the Agency and approval from the Agency is given in writing, which approval shall not be unreasonably withheld or delayed. In the event that the Agency fails to approve or disapprove such deductible provision pursuant to this Article 11.6, within thirty (30) days of the notice from the Developer as required by this Article 11.6, such failure shall be deemed an approval of such deductible provision by the Agency.

ARTICLE 12 REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE DEVELOPER

12.1 Representations and Warranties. The Developer represents and warrants to the Agency that each of the following statements are presently true and accurate.

- (a) The Developer is a limited liability company created pursuant to the laws of the State of Florida, duly organized and validly existing, and has all requisite power and authority to carry on its business as now conducted, to own or hold under lease or otherwise, its properties and to enter into and perform its obligations hereunder and under each instrument described herein to which it is or will be a party.
- (b) This Agreement and each of the Exhibits have been duly authorized by all necessary action on the part of, and have been duly executed and delivered by the Developer and neither the execution and delivery thereof, nor its compliance with the terms and provisions of this Agreement at any time such action is necessary (i) requires the approval and consent of any other party, except such as have been duly obtained, certified copies thereof having been delivered to the Agency, or (ii) contravenes any

existing law, judgment, governmental rule, regulation or order applicable to or binding on the Developer, or (iii) contravenes or results in any breach of, default under, or the creation of, any lien or encumbrance upon any property of the Developer under any indenture, mortgage, deed of trust, bank loan or credit agreement, or any other agreement or instrument in existence on the date of this Agreement to which the Developer is a party.

- (c) This Agreement and each of the Exhibits hereto constitute legal, valid and binding obligations of the Developer enforceable against the Developer in accordance with the terms thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency or similar laws from time to time in effect which affect creditors' rights generally and subject to usual equitable principles in the event that equitable remedies are involved.
- (d) There are no 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.
- (e) All written information and other documentation relating to the Project and the Developer delivered by the Developer to the Agency are true and correct to the extent such information and documentation has not been superseded by this Agreement.
- (f) The chief place of business and offices of the Developer are in Broward County, Florida, and the office where it keeps its records concerning the Project and all contracts, licenses and similar documents or instruments relating thereto is in Broward County, Florida.

12.2 Covenants. In addition to covenants of the Developer expressly set forth within the four corners of this Agreement, including all exhibits, attachments and addenda, the Developer covenants with the Agency that:

- (a) During the term of this Agreement, the Developer shall cause to occur and continue to be in effect at the appropriate times as contemplated by this Agreement the following:
 - (1) all governmental permits, licenses and approvals necessary for the construction or operation by the Developer of the Project that are the responsibility of the Developer to obtain;

- (2) construction of the Project;
 - (3) financing necessary to complete the Project;
 - (4) all insurance as required by Article 11 hereof;
-
- (b) The Developer shall perform, or cause to be performed, the construction, development, and operation of the Project in accordance with the requirements of this Agreement will not violate any laws, ordinances, rules, regulations or orders applicable thereto.
 - (c) The Developer shall use, or cause to be used, and operate or cause to be operated, the Project in accordance with this Agreement. All other principal or accessory uses are prohibited unless expressly permitted by the Agency pursuant to Developers request. This restriction may, in the discretion of the Agency, be included in restrictive covenants running with the land, executed by Developer and recorded in the Public Records of Broward County.
 - (d) The Developer shall maintain and repair the Project during and after the Completion Date.

ARTICLE 13
REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE AGENCY

13.1 Representation and Warranties. The Agency represents and warrants to the Developer that each of the following statements is presently, and will during the term of this Agreement be, true and accurate.

- (a) The Agency is a validly existing body politic and corporate authority under the laws of the State of Florida, has all requisite corporate power and authority to carry on its business as now conducted and to perform its obligations under this Agreement and each document contemplated hereunder to which it is or will be a party.
- (b) This Agreement and each of the Exhibits have been duly authorized by all necessary action on the part of, and has been or will be duly executed and delivered by the Agency, and neither the execution and delivery of this Agreement nor the Agency's compliance with the terms and provisions of

said Agreement (i) requires the approval and consent of any other party, except such as have been duly obtained and certified copies thereof having been delivered to the Developer, or (ii) contravenes any existing law, judgment, governmental rule, regulation or order applicable to or binding on the Agency, or (iii) contravenes or results in any breach of, default under, or the creation of any lien or encumbrance upon any part of the Agency, under any indenture, mortgage, deed of trust, bond(s), note(s), loan or credit agreement, ordinance(s), resolution(s), interlocal agreement, regulation(s), code(s), or policy(ies), or any other agreement or instrument to which the Agency is a party.

- (c) This Agreement and each of the Exhibits hereto, will constitute a legal, valid and binding obligation of the Agency enforceable against the Agency in accordance with the terms thereof.
- (d) There are no pending or, to the knowledge of the Agency, threatened actions or proceedings before any court or administrative agency to which the Agency is a party questioning the validity of this Agreement or any document or action contemplated hereunder, 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 Agency.
- (e) No further action, notice, public hearing, or other prerequisite or condition is required to be initiated, commenced, undertaken, completed, or waived prior to the approval and execution by the Agency of this Agreement.
- (f) The Agency is financially capable of carrying out its obligations and responsibilities under this Agreement, including the payment of the Agency Funds.

ARTICLE 14 DEFAULT; TERMINATION

14.1 Default by the Developer.

- (a) There shall be an "event of default" by the Developer under this Agreement upon the occurrence of any one or more of the following:

- (1) The Developer shall fail to perform or comply with any provision of this Agreement and such failure materially and adversely affects the successful and timely development and completion of the Project or materially and adversely affects the rights, duties or responsibilities of the Agency under this Agreement and such failure shall continue for more than thirty (30) days after the Agency shall have given the Developer written notice of such failure (hereinafter sometimes referred to as the "non-monetary default cure period"); provided, however, that if such failure can reasonably be cured within said thirty (30) days of said notice by the Agency, then the event of default under this paragraph shall be suspended if and for so long as the Developer proceeds diligently to cure such default within the said thirty (30) days and diligently continues to proceed with curing such default until so cured.
 - (2) Developer fails to complete the Project by the date shown in the Project Schedule.
 - (3) Developer terminates the lease for the Property prior to the expiration of a five (5) year term as described in Article 4.
 - (4) The Developer or Bradley Minto (personal guarantor) shall make a general assignment for the benefit of its creditors, or shall admit in writing its inability to pay its debts as they become due or Developer or Bradley Minto (personal guarantor) shall file a petition in bankruptcy, or shall be adjudicated bankrupt or insolvent, or shall file a petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation or shall file an answer admitting, or shall fail reasonably to contest the material allegations of a petition filed against it in any such proceeding, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of the Developer or any of its properties or of Bradley Minto; or
- (b) Upon the occurrence of an event described in Article 14.1(a) hereof, but subject to the rights of any project lender, the Agency may, at any time thereafter if such event of default has not been cured, at its election bring an action in a court of competent jurisdiction for specific performance by the Developer, or other injunctive relief including repayment of funds contributed by Agency, to the fullest extent permitted by law, or give a written notice of termination of this Agreement to the Developer, and on the date specified in such notice, this Agreement shall terminate and all

rights of the Developer hereunder shall cease, unless before such date all other events of default by the Developer hereunder occurring or existing at the time shall have been cured, however, that this Agreement may not be terminated by the Agency unless and until the project lender has notified the Agency of their election not to cure said defaults..

14.2 Default by the Agency; Remedies.

- (a) There shall be an "event of default" by the Agency under this Agreement upon the occurrence of the following: Provided all conditions precedent have been satisfied or waived, the Agency shall fail to timely pay the amounts of the Agency Funds to the Developer set forth in this Agreement, or if any representation and warranty of the Agency hereunder fails to be true and correct, and such failure adversely affects the Developer or the Project and such failure shall continue for a period of forty-five (45) days after the Developer shall have given the Agency written notice of such failure; provided, however, that if such failure can reasonably be cured within said forty-five (45) days, then the event of default under this Article shall be suspended if and for so long as the Agency proceeds diligently to cure such default within the said forty-five (45) days and diligently continues to proceed with curing such default until so cured.
- (b) Upon the occurrence of an event described in Article 14.1(a), but subject to the rights of any project lender, the Developer may, at any time thereafter, at its election either institute an action for specific performance of the Agency's obligations hereunder, or other injunctive relief, to the fullest extent permitted by law, or give a written notice of termination of this Agreement to the Agency, and on the date specified in such notice, which shall be not less than forty-five (45) days, this Agreement shall terminate and all rights of the Agency hereunder shall cease and the Developer shall be released from any and all obligations hereunder, unless before such date sums payable to the Developer under this Agreement shall have been paid and all other defaults by the Agency hereunder existing at that time shall have been remedied, including, without limitation, such damages or suits for damages to which the Developer may be entitled as a result of any breach or event of default by the Agency.

14.3 Obligations, Rights and Remedies Cumulative. The specified rights and remedies to which either the Agency or the Developer may resort under the terms of this Agreement are in addition to any other remedies or means of redress to which the Agency or the Developer may lawfully be entitled at law or in equity.

14.4 Non-Action on Failure to Observe Provisions of this Agreement. The failure of the Agency or the Developer to insist upon strict performance of any term, covenant, condition or provision of this Agreement shall not be deemed a waiver of any right or remedy that the Agency or the Developer may have, and shall not be deemed a waiver of a subsequent default or nonperformance of such time, covenant, condition or provision.

ARTICLE 15 FORCE MAJEURE

15.1 Force Majeure. If any party is delayed in the performance of any act or obligation pursuant to or required by this Agreement as a result of any one or more of the events of Force Majeure which are beyond the control of the party being delayed, the time for required substantial completion of such act or obligation shall be extended by the number of calendar days equal to the total number of calendar days, if any, that such party is actually delayed by such event(s) of Force Majeure. The party seeking excuse for nonperformance and delay in performance as the result of an occurrence of an event of Force Majeure shall give written notice to the other party and the project lender, specifying the cost of the anticipated delay and its actual or anticipated duration, and if such delay shall be continuing thereafter no less than bi-weekly so long as such event of Force Majeure continues, similar written notice stating that the condition continues and its actual or anticipated duration. Any party seeking delay in nonperformance due to an event of Force Majeure shall use its best efforts to rectify or limit the effect of any condition causing such delay and shall cooperate with the other parties, except for the incidence of unreasonable additional costs and expenses, to overcome any delay that has resulted.

ARTICLE 16 INDEMNIFICATION

16.1 Indemnification.

- (a) For consideration of Ten Dollars (\$10.00) and other good and valuable consideration herein provided, the receipt of which is hereby acknowledged by the Developer, the Developer agrees to indemnify, defend and hold harmless the Agency, its respective agents, officers, or employees from any and all liabilities, damages, penalties, judgments, claims, demands, costs, losses, expenses or attorneys' fees through appellate proceedings, for personal injury, bodily injury, death or property damage arising out of, or by reason of any act or omission of the Developer, its agents, employees or contractors arising out of, in

connection with or by reason of, the Project, performance of any and all obligations covered by this Agreement, or which are alleged to have arisen out of, in connection with or by reason of, the performance of any and all obligations covered by this Agreement, or which are alleged to have arisen out of, in connection with, or by reason of, the performance or non-performance of such obligations.

- (b) The Developer's indemnification under subsection (a) shall survive termination of this Agreement.
- (c) The Developer's indemnity hereunder is in addition to; and not limited by any insurance policy and is not and shall not be interpreted as an insuring agreement between or among the parties to this agreement, nor as a waiver of sovereign immunity for any party entitled to assert the defense of sovereign immunity.

ARTICLE 17 MISCELLANEOUS

17.1 Notices.

- (a) Unless and to the extent otherwise provided for in this Agreement, all notices, demands, requests for approvals or other communications which may be or are required to be given by either party to the other(s) in writing shall be deemed given and delivered on the date delivered in person or on the fourth (4th) business day after being mailed by registered or certified mail, postage prepaid, return receipt requested, or on the first (1st) business day after being sent by nationally recognized overnight courier service and addressed:

DEVELOPER: Brooklyn Italian Ice, LLC
1306 East Las Olas Blvd. Fort Lauderdale, FL 33301
ATTN: Bradley Minto

LANDLORD: MJDC AOA, LLC
9 NW 4th Avenue, Suite A
Dania Beach, FL 33004

AGENCY: Fort Lauderdale Community Redevelopment Agency
100 North Andrews Avenue, 7th Floor
Fort Lauderdale, FL 33301
Attention: Executive Director

With a copy to: City Attorney's Office

City of Fort Lauderdale
100 North Andrews Avenue, 7th Floor
Fort Lauderdale, FL 33301

- (b) The person and address to which notices are to be sent may be changed from time to time by written notice to such effect delivered to the other parties hereto. Until such a notice of change is received, a party may rely upon the last person or address given.

17.2 Severability. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the requirements of applicable laws and if the remainder of this Agreement can substantially be reasonably performed without material hardship, so as to accomplish the intent and the goals of the parties hereto.

17.3 Applicable Law. The laws of the State of Florida shall govern the validity, performance and enforcement of this Agreement.

17.4 Not An Offer. The submission of this Agreement to the parties hereto for examination thereby does not and did not constitute an offer to sell or lease, or a reservation of or option for the Project Site, or any part thereof.

17.5 Agreement Negotiated by All Parties. This Agreement has been negotiated by the Agency and the Developer, and this Agreement shall not be deemed to have been prepared by either the Agency or the Developer, but by all equally.

17.6 Complete Agreement. This Agreement constitutes the full and complete agreement between the parties hereto, and supersedes and controls any and all prior agreements, understandings, representations, and statements, whether written or oral.

17.7 Submission to Jurisdiction.

- (a) Each party to this Agreement hereby submits to the jurisdiction of the State of Florida, Broward County and the courts thereof and to the jurisdiction of the United States District Court for the Southern District of Florida, for the purposes of any suit, action or other proceeding arising out of or relating to this Agreement, and hereby agrees not to assert by way of a motion as a defense or otherwise that such action is brought in an inconvenient forum or that the venue of such action is improper or that the subject matter thereof may not be enforced in or by such courts.
- (b) If at any time during the term of this Agreement the Developer is not a

resident of the State of Florida (including not being a corporation, partnership or other legal entity authorized to do business in the State of Florida) or has no officer, employee, agent, or general partner thereof available for service of process as a resident of the State of Florida, or if any assignee or successor thereof shall not be a resident of the State of Florida (including not being a corporation, partnership or other legal entity authorized to do business in the State of Florida) or shall have no officer, employee, agent, or general partner available for service of process in the State of Florida, the Developer hereby designates the Secretary of State of the State of Florida as its agent for the service of process in any court proceeding between it and the Agency arising out of or related to this Agreement, and such service shall be made as provided by the laws of the State of Florida for service upon a non-resident; provided, however, that at the time of service on the Secretary of State, a copy of the pleading, instrument, or other document served on the Secretary of State shall be mailed by prepaid, registered mail, return receipt requested, to the Developer (or its successors or assigns) at the address for notices as provided in this Article or such address as may have been provided as authorized in this Article.

17.8 Estoppel Certificates. The Developer or the Agency shall, from time to time, upon not less than twenty (20) days prior notice by any other party to this Agreement, execute, acknowledge and deliver to the other parties a statement in recordable form certifying that this Agreement is unmodified and in full force and effect (or if there has any modification that the same as so modified is in full force and effect and setting forth such modification), the dates to which any charges have been paid in advance, if any, and, to the knowledge of such party, that neither it nor any other party is then in default hereof, (or if a party is then in default hereof, stating the nature and details of such default) and certifying as to such other matters as are reasonably requested by the party requesting the statement in question. The Authorized Representative of the party is authorized to execute such statement on behalf of such party. It is the intent of the parties hereto that any such statement delivered pursuant to this Article may be relied upon by the other parties hereto and current or prospective project lenders or any prospective purchaser, mortgagee, assignee of any mortgage or assignee of the respective interests in the Project, if any, of either party hereto. It is agreed that Developer shall pay Agency for the time and costs associated with the production of an estoppel letter and shall pay to Agency's estimated cost of producing the letter prior to Agency commencing the production of such letter.

17.9 Captions. The Article and Section headings and captions of this Agreement and the table of contents preceding this Agreement are for convenience and reference only and in no way define, limit, or describe the scope or intent of this Agreement, or any part thereof, or in any way affect this Agreement, or construe any

Article or Section hereof.

17.10 Successors and Assigns.

- (a) The Developer may not assign any or all of its rights, duties and obligations under this Agreement to any other person unless and until the Agency has agreed to such assignment. The Agency may assign this Agreement to the City or to any successor to the Agency at any time without any prior approval by the Developer, provided that notice of such assignment shall be given by the Agency to the Developer as provided in Article 16.1.
- (b) The terms herein contained shall bind and inure to the benefit of the Agency and its successors and assigns and the Developer and its successors and assigns, except as may be otherwise specifically provided herein.

17.11 Holidays. It is hereby agreed and declared that whenever a notice or performance under the terms of this Agreement is to be made or given on a Saturday or Sunday or on a legal holiday observed in the City of Fort Lauderdale, Florida, it shall be postponed to the next following business day not a Saturday, Sunday, or legal holiday.

17.12 Exhibits. Each Exhibit referred to in and attached to this Agreement is an essential part of and is incorporated as a part of this Agreement. The Exhibits, and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if a part of this Agreement.

17.13 No Brokers. The Agency and the Developer hereby represent, agree and acknowledge that, as of the date hereof, no real estate broker or other person is entitled to claim or to be paid a commission by the Agency or the Developer as a result of the execution and delivery of this Agreement, including any of the Exhibits, or any proposed improvement, use, disposition, lease, or conveyance of any or all of the Project Site.

17.14 Failure To Address Particular Matters. The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve the Developer of the necessity of complying with the law governing said permitting requirements, conditions, term or restriction.

17.15 Developer Not Agent of Agency. During the term of this Agreement, the Developer and the Contractor are not individually or collectively, and shall not be deemed to be individually or collectively, an agent or contractor of the Agency. Nothing

contained in the Agreement shall be construed or deemed to name, designate, or cause (directly, indirectly, or implicitly) the Developer or the Contractor to be an agent for the City or the Agency.

17.16 Recordation of Development Agreement and Lease. The Agency or the Developer may record this Agreement or a memorandum of this Agreement in the public records of Broward County, Florida, as soon as possible after the execution hereof and thereof. The party recording this Agreement or a memorandum of this Agreement shall pay the cost of such recording. Upon the termination or expiration of this Agreement and upon request of the Developer or Landlord, the Agency agrees to record in the public records of Broward County, Florida, a notice that this Agreement has terminated or expired and is no longer in effect.

17.17 Public Purpose. This Agreement satisfies, fulfills, and is pursuant to and for a public purpose and municipal purpose, is in the public interest, and is a proper exercise of the Agency's power under the Act.

17.18 Technical Amendments. If, due to minor inaccuracies in this Agreement or in any other agreement contemplated hereby, or changes are needed resulting from technical matters arising during the term of this Agreement, it becomes necessary to amend this Agreement to correct such minor inaccuracies or to make such technical changes, the parties agree that such changes which are required due to unforeseen events or circumstances or which do not change the substance of this Agreement, the Executive Director of the Agency, or his designee, is authorized to approve such changes and execute any required instruments to make and incorporate such amendment or change to this Agreement or any other agreement contemplated hereby.

17.19 Expiration of Agreement. Unless otherwise earlier terminated as provided herein, or by agreement of the parties, this Agreement shall expire five years following the Completion Date, except for those provisions hereof that specifically state they survive such date.

17.20 Agency Approvals. Whenever Agency approval is required as provided in this Agreement, the Agency will not unreasonably withhold such approval.

17.21 Time of the Essence. In all matters affecting this Agreement, time is of the essence.

17.22 Not A Development Agreement. The parties acknowledge, agree and represent that this Agreement, including without limitation, any of the Exhibits, is not a development agreement as described in Sections 163.3220-163.3243, Florida Statutes.

17.23 Audit Right and Retention of Records

Agency shall have the right to audit the books, records, and accounts of Developer that are related to 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. 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 City 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 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 has been initiated and audit findings have 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. If the Florida public records law is determined by City to be applicable to Developer shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. 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.

The Developer shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[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:

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: _____
Chairman

[Witness print or type name]

By: _____
Executive Director

Attest:

CRA Clerk

Approved as to form:

Community Redevelopment Agency
Attorney

WITNESSES:

[Signature]
Robert Wiggan

[Witness print or type name]
[Signature]
Patricia L. Smith
[Witness print or type name]

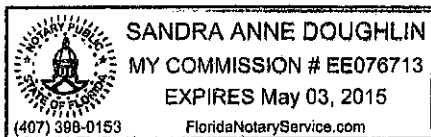
DEVELOPER

[Signature]
Brooklyn Italian Ice, LLC
By
Bradley Minto, Managing Member

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 24th day of MARCH, 2015 by BRADLEY W. MINTO as Managing Member of Brooklyn Italian Ice, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced PASSPORT as identification.

(SEAL)



[Signature]
Notary Public, State of Florida
(Signature of Notary taking
Acknowledgment)
SANDRA ANNE DOUGHLIN
Name of Notary Typed,
Printed or Stamped

My Commission Expires: MAY 03 2015

Commission Number EE076713

EXHIBIT "A"
LEGAL DESCRIPTION

Northwest Fort Lauderdale Commercial Plat 148-25 B Parcel B & D, Together with Portion of Road Vacated Per Ordinance C-92-14 & Ordinance C-10-49, Together with Portion of North Lauderdale 1-48 D Described as Being Lots 47-52 Less Road Right-of-Way & Less Portion Described In OR 48619/1731. Said lands situate, lying and being in Broward County, Florida.

Property ID # 5042 03 23 0020.
Shoppes on Arts Avenue
560 NW 7 Avenue

THIS IS THE LEGAL DESCRIPTION FOR THE ENTIRE BUILDING, DEVELOPER WILL ONLY BE LEASING A SPACE OF APPROXIMATELY 700 SQUARE FEET WITHIN THE SHOPPING CENTER FOR THE PROJECT, EXACT ADDRESS WILL BE ASSIGNED IN THE LEASE AGREEMENT BETWEEN DEVELOPER AND OWNER

EXHIBIT B
PROPOSED SITE AND PROJECT PLAN

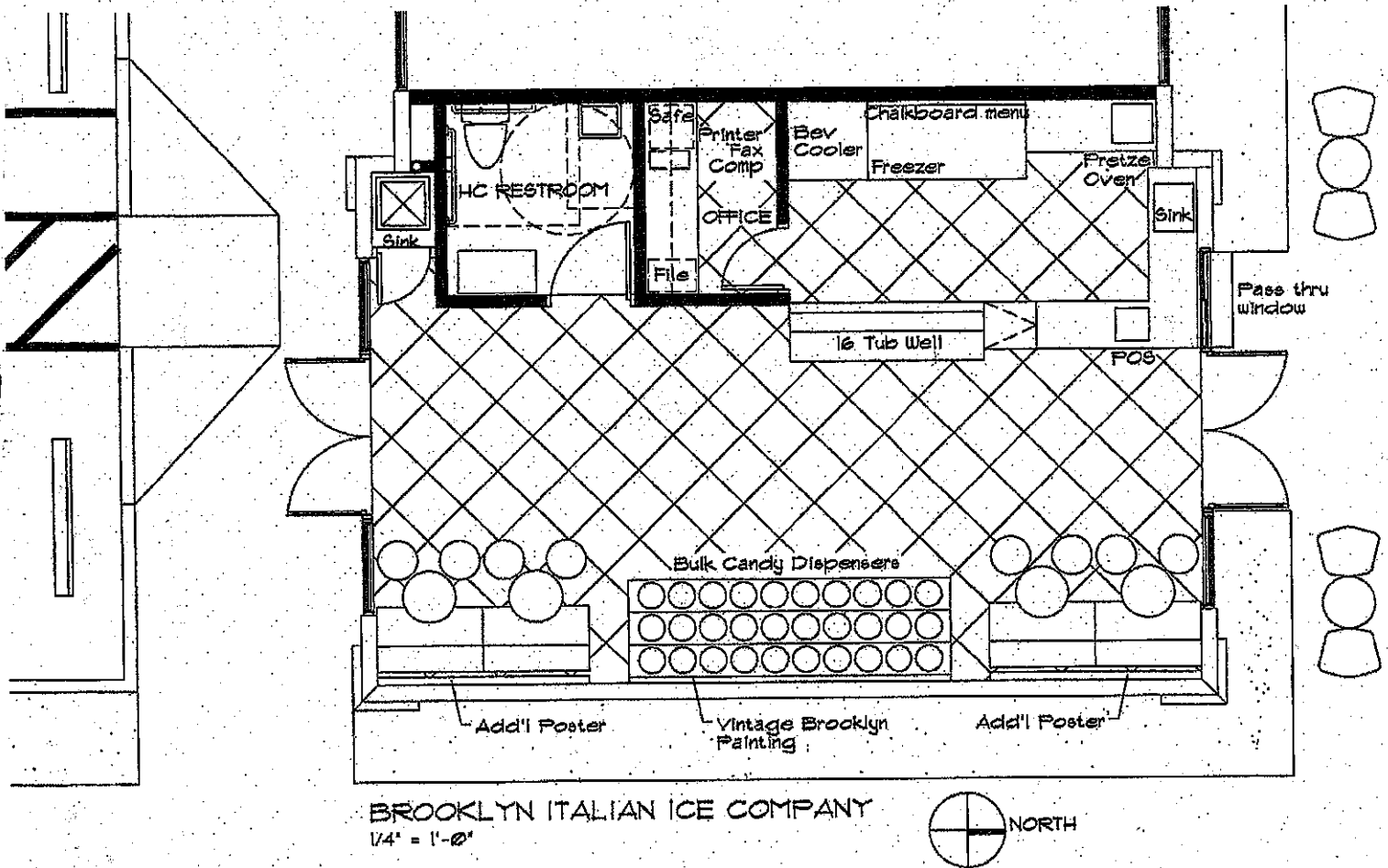


EXHIBIT "C"
PROJECT SCHEDULE

| | |
|--|---|
| Effective Date of Agreement | Full execution of the Agreement |
| Developer Obtains all government approvals and permits | Within Sixty (60) days from the Effective Date of the Agreement |
| Commencement Date | Within Ninety (90) days of the Effective Date |
| Completion Date: Building permit has been inspected and passed by Building Official and building received Certificate of Occupancy | Within 180 Days after Commencement Date |
| | |

EXHIBIT D
BUDGET – PROJECTED AGENCY FUNDING

Build-Out for Brooklyn Italian Ice Company including Windows,
Doors, Finishes, Electrical, Mechanical and Related Improvements
and Costs.

\$158,671.06 Est.

AGENCY FUNDING

\$60,869.46

EXHIBIT E
NOTE

THIS INSTRUMENT PREPARED BY:

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

\$ _____

Fort Lauderdale, Florida

PROMISSORY NOTE

FOR VALUE RECEIVED, the undersigned Brooklyn Italian Ice, 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 _____ (\$_____).

- I. TERM: The term of this loan is five (5) years from Completion Date as contemplated in the Agreement between Maker and Agency dated _____, 2015 (the "Agreement") such Agreement being on file with the City Clerk of the City of Fort Lauderdale, Florida, 100 North Andrews Avenue, Fort Lauderdale, Florida.
- II. INTEREST RATE: The interest rate on the principal amount of the loan shall be zero percent (0%) per annum, except in any event of default under this Note or the Agreement in which case the maximum legal interest rate shall be applied to the principal amount due and owing commencing thirty (30) days after the date of an event of default.
- III. PAYMENT: Payment on the principal amount of the loan shall not be required so long as the lease for the property is not terminated for a five (5) year period following the 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 Completion Date. 20% of the Agency Funds as defined in the Agreement will be forgiven annually. The remaining portion of the Agency Funds will become due and payable to the Agency upon termination of the lease for the Property during the five (5) year period or a change in use for the Property or a default of the

terms of the Agreement occurs. 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 termination of the lease agreement for the Property described in the Agreement (5) years from the Completion Date; or (2) the Property ceases to be used for the Project or (3) should there be any uncured event of default as described in this Note, or the Agreement within five (5) years from the date of this note.

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.

IV. SECURITY: This Note is secured by a Personal Guaranty by Maker in favor of Agency dated _____.

V. 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.

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

Maker:

Brooklyn Italian Ice, LLC, a Florida limited liability company

By: _____

Bradley Minto, Managing Member

EXHIBIT F
PERSONAL GUARANTY

PERSONAL GUARANTY

WHEREAS, the Fort Lauderdale Community Redevelopment Agency ("CRA") and Brooklyn Italian Ice, LLC ("Developer") entered into a Property and Business Investment Program Funding Agreement ("Agreement") dated _____. CRA agreed to loan Developer \$_____ for improvement of approximately 700 square feet of in the eastern most portion of the building with an address of 560 NW 7th Avenue, Fort Lauderdale, FL, 33311 for the purpose of opening an Italian ice retail store upon certain terms and conditions pursuant to the Agreement (the "Loan"); and

WHEREAS, as a condition of the Loan, CRA required a personal guaranty from Bradley Minto for the Loan; and

WHEREAS, CRA relies on this personal guaranty of Bradley Minto ("Guarantor") and Guarantor, who is the Managing Member of Developer, acknowledges the receipt of substantial benefit from the terms of this Guaranty;

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

The foregoing recitals are true and correct.

1. A default by Developer in any of the terms or conditions of the promissory note and the Agreement between Developer and CRA shall constitute a default under the terms of this Guaranty.

2. Guarantor unconditionally and absolutely guarantees to CRA that all loans to be made by CRA 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 Developer to CRA will be fully paid without delinquency or default.

3. Guarantor waives any notice of the acceptance of this Guaranty and of the incurring of liabilities by Developer to CRA, and waives any presentment, demand, protest, or notices of dishonor, nonpayment or other default with respect to any of the liabilities.

4. Guarantor grants to CRA full power in its absolute discretion and without notice to Guarantor, to do any or all of the following:

(a) Grant any extension or renewal of the liabilities of Developer to CRA 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 CRA, 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 CRA, whether or not the collateral or security, if any received by CRA on any such substitution, exchange or release shall be of the same or different character or value from the collateral or security surrendered by CRA.

5. Guarantor shall have no rights or recourse against CRA nor will Guarantor's obligation to CRA under this Guaranty be impaired or affected in any way by reason of any action CRA 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, Guarantor within thirty (30) days, after written demand for payment, shall pay the amount of the liabilities in full.

7. CRA 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 Guarantor hereby waives any releases and rights of exoneration and any equity or right to marshaling that it might otherwise have.

8. Guarantor has 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 Developer to CRA.

10. Guarantor shall notify Agency in writing at least 30 days prior to filing any petition for bankruptcy.

WITNESSES:

By [Signature]
Witness type or print name
By [Signature]
Witness type or print name
By [Signature]
Witness type or print name

By [Signature]
Bradley Minto

STATE OF FL:

COUNTY OF BLOWARD:

The foregoing instrument was acknowledged before me this 24th day of MARCH, 2015, by Bradley Minto.

(SEAL)

[Signature]
Notary Public, State of Florida
(Signature of Notary Public)

SANDRA ANNE DOUGHLIN

(Print, Type, or Stamp Commissioned Name of Notary Public)



Personally Known _____ OR Produced Identification ☒
Type of Identification Produced PASSPORT

Exhibit G
Joinder and Consent of Landlord

JOINDER AND CONSENT OF LANDLORD

By Execution Hereof, the undersigned MJDC AOA, LLC, ("Landlord" of Developer) does hereby evidence their Joinder and Consent to the execution of the Property and Business Investment Program Funding Agreement between Developer and the Fort Lauderdale Community Redevelopment Agency and recognizes the provisions of the Agreement including the requirements set forth in Section 4.3 of the Agreement regarding the Lease. If the Lease Agreement is terminated by Landlord for any reason within that 5 year period, Landlord agrees to lease the property to another retail tenant for the remainder of the 5 year period.

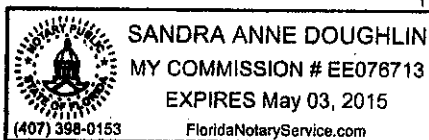
Milton L Jones Jr
By: MJDC AOA, LLC
Print Name: MILTON L JONES
Title: PRESIDENT

STATE OF FL
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 24th day of MARCH, 2015, by MILTON L JONES as manager for MJDC AOA, LLC, a Florida limited liability company.

(SEAL)

Sandra A Doughlin
Notary Public, State of Florida
(Signature of Notary Public)



SANDRA ANNE DOUGHLIN

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ☒ OR Produced Identification _____
Type of Identification Produced _____