

EXHIBIT A

FIRST AMENDMENT TO THE POMPANO BEACH DOWNTOWN PUBLIC PRIVATE DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO THE POMPANO BEACH DOWNTOWN PUBLIC PRIVATE DEVELOPMENT AGREEMENT (the “**Amendment**”) is effective as of _____, 2025 (the “**Amendment Effective Date**”), by and among the **CITY OF POMPANO BEACH, FLORIDA** (“**City**”), **RP POMPANO, LLC**, a Florida limited liability company (“**Developer**”), and **POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY** (“**CRA**”) (the County, Developer, and CRA, each a “**Party**”, and collectively, the “**Parties**”).

RECITALS:

WHEREAS, City and CRA own certain real property (the “**Initial Property**”) within the heart of downtown in the City of Pompano Beach, Florida, comprising of approximately forty-three (43) acres as more particularly depicted in **Exhibit A** of the Development Agreement (as defined below). City and CRA have determined that the Initial Property’s current use no longer adequately serves the needs of the residents of Pompano Beach, Florida, and opportunities exist to improve community services while maximizing the potential use and value of the Initial Property and other property that may be acquired by the CRA pursuant to the Development Agreement (the “**Additional Property**,” and collectively with the Initial Property, the “**Property**”);

WHEREAS, on June 24, 2024, the Parties entered to that certain Pompano Beach Downtown Public Private Development Agreement (the “**Development Agreement**”) to redevelop the Property into a mixed-use development, including a new City Hall and municipal parking garage, all in accordance with the CRA Plan (the “**Master Project**”), as more particularly set forth in the Development Agreement;

WHEREAS, following the Parties’ execution of the Development Agreement, the CRA has acquired 3.19 acres of Additional Property in furtherance of the Master Project;

WHEREAS, the Parties desire to amend the Development Agreement to establish additional project elements (“**Additional Project Elements**”), to facilitate local business participation in the Master Project, and to provide for a community benefits program to enhance the quality of lives within the Northwest Community; and

WHEREAS, by establishing the Additional Project Elements and to encourage or foster local participation in the Master Project, CRA and City advance their objectives of creating a framework to stimulate the local economy, create local jobs, and increase the City’s tax base.

NOW, THEREFORE, in consideration of the foregoing and good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Recitals; Capitalized Terms.** The foregoing Recitals are incorporated herein by reference. Capitalized terms not defined in this Amendment shall have the meanings ascribed to them in the Development Agreement.

2. **E. Pat Larkins Center.** The development of the Civic Building Project associated with the E. Pat Larkins Center is hereby extended to provide the City and CRA an opportunity to evaluate its scope and location. Once the scope and location of the E. Pat Larkins Center is determined, the City Contract Administrator shall work with Developer to establish a budget and timeline for its design and development in accordance with the terms of Development Agreement.

3. **Additional Project Elements.** The following Additional Project Elements provisions are hereby inserted into the Development Agreement as Article 2, Section 2.5 (f) and shall hereafter be included as part of the Master Project:

The City will incorporate within the boundaries of the Master Project: (i) a Sports Hall Wall of Fame feature highlighting sports professionals who were raised in Pompano Beach, and (ii) a Legacy Wall honoring pioneers of the Northwest District who made notable contributions to the Northwest community. The specific location of such features will be determined by Developer and the City, in collaboration with the Northwest community.

A Pioneer Monument will be appropriately placed within the Master Project to honor the pioneers who made notable contributions to the Northwest community. The specific location of such Pioneer Monument will be determined by Developer and the City, in collaboration with the Northwest community.

An historical business walkway shall be included in the Master Project. The City, through the City Contract Administrator, shall, in coordination with Developer, designate an area within the Master Project (between Atlantic Blvd. and MLK Jr. Blvd. and I-95 and Dixie Hwy) to incorporate pavers engraved with the names of former businesses that originated on Rock Road and Hammondville Road.

The City and Developer acknowledge that these historical and cultural features will not be clustered in one area of the Master Project, but rather the features will be spread throughout the Master Project.

Education Resource Center. The Civic Building Project associated with the E. Pat Larkins Center will include an education resource center.

Satellite College Opportunity. For two (2) years from the Amendment Effective Date (“**College Building Pad Reservation Period**”), the Developer will make available to the City and CRA a developable pad not to exceed one (1) acre in size of Developer’s choosing on which to place a satellite college building (the “**College Building Reservation**”). The CRA and the City will provide assistance to community representatives (to be determined) to encourage a college or university to locate a satellite building either within the boundaries of the Master Project or outside at the choice of such college or university. It is understood by the Parties that design, construction and operation of such a satellite college building shall be the sole responsibility of the college or university and neither the Developer nor the CRA or City shall have the responsibility for such design, construction

or operation. Following the expiration of the College Building Pad Reservation Period, all land reserved by Developer for the placement of a satellite college building shall be released from the College Building Reservation and sold in accordance with Article 16 of the Development Agreement.

4. **Residential Workforce Housing.** A new Article 24 is hereby inserted in the Development Agreement as follows:

ARTICLE 24 – Residential Workforce Housing: Developer shall comply with the requirements of Section 155.3708(H)(4) of the City’s Zoning Code with respect to residential entitlements in the Pompano Beach Overlay District (“**DPOD**”).

5. **Commercial and Residential Developers and Local Business Contractors/Subcontractors.** A new Article 25 is hereby inserted in the Development Agreement as follows:

ARTICLE 25 – Local Business Enterprise Participation in the Master Project

Section 25.1. Definitions.

For purposes of this Article 25, the following definitions shall apply:

“**Contract Value**” means the total contract price set forth in the Construction Agreement between Developer and the General Contractor for each LBE Project, as such total contract price may be adjusted pursuant to the Construction Agreement for such LBE Project.

“**General Contractor**” means the duly licensed contractor(s) engaged by Developer with the responsibility for managing the construction of each LBE Project.

“**LBE Participation Goal**” means, with respect to the award of Subcontracts to LBEs, the goal of expending at least thirty percent (30%) of the Contract Value for construction of each LBE Project on work performed by LBEs pursuant to their respective Subcontracts.

“**LBE Project(s)**” means each of the Civic Building Projects, Master Infrastructure Project, and the County BTS Development Project (subject to approval by Broward County).

“**Local Business Enterprise**” or “**LBE**” means a business that has held a City of Pompano Beach Business Tax Receipt (“**BTR**”) and is a “Local Vendor” meeting the requirements of Section 32.40(A)(2)(a) of the City of Pompano Beach Code, including, without limitation, Local Vendors certified by the Broward County Office of Economic and Small Business Development (“**OESBD**”) as meeting the criteria and eligibility requirements of either a Small Business Enterprise (“**SBE**”)

or a County Business Enterprise (“CBE”) pursuant to Section 1-81 of the Broward County Code of Ordinances.

“Subcontract” means any agreement, purchase order, or similar legally binding instrument, including amendments or change orders thereto, entered into for the purpose of furnishing labor, supplies, materials, equipment and/or services for the performance of any work required to complete each LBE Project (excluding the Construction Agreement with the General Contractor for each LBE Project).

“Subcontractor” means any contractor, subcontractor, vendor, supplier or materialmen supplying goods or services in connection with the construction of each LBE Project (excluding the General Contractor for such project).

Section 25.2. Local Business Enterprise Participation Goal.

Developer hereby agrees that the LBE Participation Goal shall apply to each LBE Project. For each LBE Project, Developer agrees to use commercially reasonable efforts to:

- (a) Incorporate the LBE Participation Goal in all applicable Construction Agreements with General Contractors for the LBE Project.
- (b) Either directly or through its General Contractor and in collaboration with the City, take steps to identify potential LBE General Contractors and Subcontractors, as Developer may deem appropriate to encourage and promote the participation of LBEs, including, without limitation:
 - (i) Participating in workshops or community meetings scheduled by the City Contract Administrator, and coordinated with Developer, pursuant to Article 20 hereof, for the purpose of promoting contractor and subcontractor opportunities for participation in the LBE Projects;
 - (ii) Placing LBEs on solicitation lists for General Contractor and Subcontractor opportunities once contact information for such firms is shared by the City Contract Administrator pursuant to Article 20 hereof;
 - (iii) Structuring portions of the biddable elements of the LBE Project into smaller tasks or quantities when economically appropriate to do so, to encourage participation by LBEs; and
 - (iv) Identifying potential small businesses who may qualify for certification by the Broward County OESBD as a potential SBE or CBE, and encouraging those firms to contact the Broward County OESBD to pursue and obtain their certification.

(c) Prior to Commencement of Construction for an LBE Project, cause for its General Contractor to provide the City Contract Administrator with the following information:

- (i) The names and addresses of each participating LBE;
- (ii) A brief description of the work that each LBE will perform;
- (iii) The estimated percentage of the total Contract Value represented by the Subcontract with each LBE;
- (iv) A written certification from the General Contractor that:
(1) the scope of work proposed to be performed by each LBE is within the field of each LBE's current certification, (2) each LBE has stated that it is ready, willing, and able to perform the work allocated to it pursuant to the Subcontract, and (3) only the work actually performed by the LBE shall be counted toward satisfaction of the LBE Participation Goal;
- (v) A copy of the Contract or Subcontract with each LBE and supporting documentation provided by each LBE demonstrating that it has maintained a permanent physical address within the geographic limits of the City of Pompano Beach (with respect to SBEs and CBEs) or the City of Pompano Beach (with respect to Local Vendors) for at least one year prior to the date of execution of the Subcontract.

If any LBEs are engaged following Commencement of Construction of an LBE Project, Developer agrees to use commercially reasonable efforts to cause the foregoing information to be provided to the City Contract Administrator with respect to such LBE.

(d) Monitor, or otherwise cause for the General Contractor to monitor, the utilization of, and payments made to, LBEs pursuant to the Subcontracts. Any payments made to LBEs shall not be counted toward the LBE Participation Goal if such payments are for work that has been subcontracted and/or performed by persons or entities that are not LBEs.

(e) Cause for its General Contractor to provide an annual LBE Utilization Report, on a form reasonably approved by the City Contract Administrator. At a minimum, the annual LBE Utilization Report for each LBE Project must specify the amounts paid to each LBE and the cumulative progress made toward satisfaction of the LBE Participation Goal for each LBE Project.

(f) Notwithstanding any provision to the contrary herein, if prior to the execution of the Construction Contract for the Master Infrastructure Project, the City or CRA secures federal or other grant funding for the Master Infrastructure Project which prohibits the use of grant funds for projects with an LBE Participation Goal, the provisions of this Section 25 shall not apply to the Master Infrastructure Project.

(g) Notwithstanding anything contained in this Amendment or the Development Agreement to the contrary, the terms of Section 24.2 and this Article 25 are contained in this Amendment solely for purposes of encouraging workforce housing and local participation in the LBE Projects, and any failure or inability to comply with such terms shall not give rise to a Default or Event of Default by Developer under the Development Agreement or this Amendment.

(h) To the extent it is feasible, Developer will recommend LBE participation by third parties in the development of the private pads.

6. **Community Benefits Trust.** In an effort to provide community benefits to enhance the quality of life in areas surrounding the Master Project and to further promote the general safety and welfare of the neighboring communities and to provide other tangible benefits to the general public including cooperation with local community organizations, Developer has agreed to establish a community benefits trust (the “**CBT**”), to be formed following the Amendment Effective Date, pursuant to and in accordance with a Community Benefits Plan substantially in the form attached hereto as Exhibit A. As part of the CBT, Developer shall establish a charitable fund (the “**Fund**”) pursuant to which Developer will make the following contributions totaling SIX MILLION, FIVE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$6,500,000.00):

- (1) Upon Developer’s receipt of each Performance Payment Installment (as hereafter defined) for the City Hall Project, Developer agrees to donate to the CBT Fund an amount equal to FIVE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$500,000.00), for a total donation from Performance Payments for the City Hall Project equal to ONE MILLION, FIVE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$1,500,000.00).
- (2) Upon Developer’s receipt of its distribution of Net Land Sales Proceeds pursuant to Section 16.3 of the Development Agreement, Developer agrees to donate to the CBT Fund an amount equal to FIVE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$500,000.00) per calendar year (each, a “**Land Sales Donation**”) for ten (10) consecutive years, commencing on the year in which the sale of the first parcel within the RD Property occurs, for a total donation from Net Land Sales Proceeds equal to FIVE MILLION DOLLARS AND NO CENTS (\$5,000,000.00). Notwithstanding anything contained herein to the contrary, in the event Developer’s receipt of its distribution of Net Land Sales Proceeds pursuant to Section 16.3 of the Development Agreement is insufficient to satisfy a

Land Sales Donation in any given year, that portion of the Land Sales Donation which is not donated in such calendar year shall be donated by Developer in subsequent calendar years as and to the extent Developer's receipt of Net Land Sale Proceeds may allow.

7. **Development Agreement Amendments.** For purposes of clarification only and in accordance with Section 4.2 of the Development Agreement, Section 2.5(d) is hereby amended to add the following examples of amendments that are not material amendments under the Development Agreement:

(vii) Amendments to timelines, schedules and Milestone Dates set forth in the Development Agreement, including without limitation, amendments contemplated by Section 13 of this Amendment;

(viii) Amendments to the Master Plan, Development Budget or Project Overview which do not constitute a Material City Change or a Material CRA Change.

8. **City Hall and Municipal Parking Garage Concept Plans.** In accordance with Section 2.5(e), the Parties hereby acknowledge that the design concepts for the Civic Building Projects associated with the City Hall Project and municipal parking garage have been approved by the City Commission.

9. **Public Financing Election.** Pursuant to Section 2.5(c) of the Development Agreement, the City and/or CRA have elected to obtain public financing for all Civic Building Projects in lieu of the Build to Suit Lease structure contemplated by the Development Agreement. Accordingly, and notwithstanding anything contain in the Development Agreement to the contrary, the City and/or CRA hereby agree to promptly apply for public financing required to pay all costs and expenses in connection with the Master Project and all Civic Building Projects, and thereafter diligently pursue and obtain such public financing in a timely manner such that the Master Project and all Civic Building Projects may be developed within the timeframes agreed to by the Parties.

10. **Performance Payments.** Section 5.5 of the Development Agreement is hereby amended to deleted subsections (d) and (e) and replace such subsections with the following provisions:

(d) The Performance Payment for each Civic Building Project shall be paid to Developer in three (3) installments (each, a “**Performance Payment Installment**”) as follows:

(i) One third (1/3) of the Performance Payment shall be paid to Developer within ten (10) days following design completion of the Civic Building Project as defined by “90% Construction Documents” pursuant to a certification issued by the design architect for the Civic Building Project.

(ii) One third (1/3) of the Performance Payment shall be paid to Developer within ten (10) days of Substantial Completion of those portions of the Master Infrastructure Project east of NE 6th Avenue required to sell not less

than 1,600,000sf GLA. City and CRA agree to timely cooperate with Developer's completion of the Master Infrastructure Project in a manner that will not result in a delay of the payment of the foregoing Performance Payment to Developer.

- (iii) One third (1/3) of the Performance Payment shall be paid to Developer within ten (10) days following the issuance of a certificate of occupancy, or its functional equivalent, for the Civic Building Project by the applicable governmental authority.

11. (e) **Distribution of Sales Proceeds for RD Property.** The waterfall split for Net Land Sales Proceeds is hereby amended by deleting Exhibit E of the Development Agreement and replacing such exhibit with Exhibit B attached to this Amendment. All references to Exhibit E in the Development Agreement shall hereafter refer to Exhibit B of this Amendment.

12. **Modification of Project Related Administrative Matters.** The parties hereby acknowledge and agree that certain modifications to the timelines, schedules, Milestone Dates, fees and other project related administrative matters set forth in the Development Agreement require adjustment consistent with the terms and conditions of this Amendment. Following the Amendment Effective Date, Developer, City and CRA, by and through the City Contract Administrator, agree to work cooperatively to make such modifications and adjustments to the Development Agreement and will execute an amendment to the Development Agreement to memorialize same.

13. **Priority of Amendment.** Except as amended and modified by this Amendment, all of the terms, covenants, conditions, and agreements of the Development Agreement shall remain in full force and effect. In the event of any conflict between the provisions of the Development Agreement and the provisions of this Amendment, this Amendment shall prevail.

14. **Authority.** Each Party warrants to the other that the person executing this Amendment on behalf of the warranting party has the full right, power and authority to enter into, and execute this Amendment on that party's behalf, and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Amendment. City and CRA hereby each affirm that no breach or default by Developer has occurred under the Development Agreement, and no event has occurred which after the giving of notice or the passage of time, or both, would constitute such a breach or default under the Development Agreement by Developer. Developer affirms that as of the Amendment Effective Date, there is no uncured breach or default by City or CRA under the Development Agreement, and no event has occurred which after the giving of notice or the passage of time, or both, would constitute such a breach or default under the Development Agreement by City or CRA.

15. **Counterparts.** This Amendment may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one agreement and the signatures of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart. Signatures to this Amendment, any amendment hereof and any notice given hereunder, delivered electronically via .pdf, .jpeg, .TIF, .TIFF or similar

electronic format shall be deemed an original signature and fully effective as such for all purposes. Each party agrees to deliver promptly an executed original of this Amendment with its actual signature to the other party, but a failure to do so shall not affect the enforceability of this Amendment, it being expressly agreed that each party to this Amendment shall be bound by its own electronically transmitted signature and shall accept the electronically transmitted signature of the other party to this Amendment.

16. **Joint Preparation.** The preparation of this Amendment has been a joint effort of the parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

17. **Captions.** The title of this Amendment and the headings of the various articles, sections and subsections have been inserted only for the purpose of convenience, are not part of this Amendment and shall not be deemed in any manner to modify, explain, expand or restrict any of the provisions of this Amendment.

18. **Severability.** If any provisions of this Amendment or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Amendment and the Development Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue valid and be enforced to the fullest extent permitted by law.

19. **Entire Agreement.** Except as otherwise expressly provided herein, this Amendment and the Development Agreement constitute the entire agreement of the parties hereto with respect to the matters addressed herein and supersedes all prior or contemporaneous contracts, promises, representations, warranties and statements, whether written or oral, with respect to such matters.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, City, CRA and Developer have each duly executed this Amendment to be effective as of the day and year first written above.

Witnesses:

CITY OF POMPANO BEACH

(Signature)

By: _____
Rex Hardin, Mayor

(Print Name)

Witness Address

Witness City, State, Zip

(Signature)

By: _____
Gregory P. Harrison, City Manager

(Print Name)

Witness Address

Witness City, State, Zip

Attest:

(SEAL)

Kervin Alfred, City Clerk

Approved As To Form:

Mark E. Berman, City Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instruments were acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20 __, by **REX HARDIN** as Mayor, **GREGORY P. HARRISON** as City Manager and **KERVIN ALFRED** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed
or Stamped)

Commission Number

Witnesses:

**POMPANO BEACH COMMUNITY
REDEVELOPMENT AGENCY**

(Signature)

(Print Name)

Witness Address

Witness City, State, Zip

(Signature)

(Print Name)

Witness Address

Witness City, State, Zip

Attest:

Kervin Alfred, Secretary

Approved As To Form:

Claudia M. McKenna, CRA Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instruments were acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20__, by **REX HARDIN** as Chairperson, **GREGORY P. HARRISON** as Executive Director and **KERVIN ALFRED** as Secretary of the Pompano Beach Community Redevelopment Agency, Florida, who are personally known to me.

NOTARY'S SEAL:

By:_____
Rex Hardin, Chairperson

By:_____
Gregory P. Harrison, Executive Director

(SEAL)

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed
or Stamped)

Commission Number

Witnesses:

(Signature)

(Print Name)

Witness Address

Witness City, State, Zip

(Signature)

(Print Name)

Witness Address

Witness City, State, Zip

Witnesses:

(Signature)

(Print Name)

Witness Address

Witness City, State, Zip

(Signature)

(Print Name)

Witness Address

Witness City, State, Zip

RP POMPARNO, LLC,
a Florida limited liability company

By: _____
Phillip J. Mays, Authorized Manager

By: _____
Patrick Leonard, Authorized Manager

STATE OF _____
COUNTY OF _____

The foregoing instruments were acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by **PHILLIP J. MAYS** as Authorized Manager, of **RP POMPANO, LLC**, Florida Limited Liability Company, who are personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

STATE OF _____
COUNTY OF _____

The foregoing instruments were acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by **PATRICK LEONARD** as Authorized Manager, of **RP POMPANO, LLC**, Florida Limited Liability Company, who are personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

EXHIBIT A
COMMUNITY BENEFITS TRUST AGREEMENT

COMMUNITY BENEFITS PLAN RELATED TO THE POMPANO BEACH PUBLIC PRIVATE DEVELOPMENT AGREEMENT

THIS COMMUNITY BENEFITS PLAN TO THE POMPANO BEACH PUBLIC PRIVATE DEVELOPMENT AGREEMENT (the “**Plan**”) has been prepared by **RP POMPANO, LLC**, a Florida limited liability company (“**Developer**”) in an effort to provide community benefits to enhance the quality of life in areas surrounding the Master Project, as defined by that certain Pompano Beach Downtown Public Private Development Agreement, dated June 24, 2024, by and between the Developer, the CITY OF POMPANO BEACH, FLORIDA (“**City**”), and POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY (“**CRA**”) (the “**Original Development Agreement**”), as amended by that certain First Amendment to the Pompano Beach Downtown Public Private Development Agreement, dated October __, 2025 (the “**First Amendment**” and together with the Original Development Agreement, the “**Development Agreement**”) and to further promote the general safety and welfare of the neighboring communities and to provide other tangible benefits to the general public including cooperation with local community organizations identified in the Plan as the “**Community Partners**”).

I. Definitions and Applicability

As used in the Plan, the term “**Master Project**” shall have the meaning set forth in the Development Agreement.

As used in the Plan, the term “**Community Partners**” or “**Community Partner**” shall mean any individual or entity which continuously meets the following eligibility criteria as a Community Partner, and has executed the “**Community Partners Implementation Acknowledgment**” form attached hereto as Exhibit A (the “**Acknowledgement Form**”), and submits such executed Acknowledgement Form to the Board (as hereafter defined). Commencing on January 1, 2026, the Board will annually accept Acknowledgement Forms from new potential Community Partners for the following calendar year. Within 60 business days of receipt of an executed Acknowledgement Form, the Board will advise such signatory in writing of their acceptance as a Community Partner. To qualify as a Community Partner, an individual or entity must meet one of the following criteria “**Community Partner Criteria**”:

- i. As to an individual: is a resident of the City of Pompano Beach and is either employed or actively involved in economic development, community development, education and/or work force development activities and/or initiatives; and
- ii. As to a corporate entity or organization: the principal place of business for such corporate entity or organization is in the City of Pompano Beach and such corporate entity or organization is actively involved in economic development, community development, education, banking, accounting and/or work force development activities and/or initiatives.

If a Community Partner ceases to meet the Community Partner Criteria, such individual, corporate entity or organization shall cease to be a Community Partner and the Board shall have the right to replace such individual, corporate entity or organization with an individual,

corporate entity or organization that meets the Community Partner Criteria and that has executed the "Community Partners Implementation Acknowledgment" form attached hereto as Exhibit A.

This Plan shall be applicable to the Master Project.

A. Community Charitable Fund and Community Advisory Board

1. Establishment of Charitable Fund: Developer will establish a Community Charitable Fund (“**Fund**”) no later than ninety (90) days following the execution of the First Amendment. The Fund will be administered and solely controlled by the Board and shall be in continuous operation throughout the term of this Plan.
2. Community Advisory Board and Administration of the Fund: The Fund shall be maintained and controlled solely by a Community Advisory Board (“**Board**”). The Board members will be selected by the Developer in conjunction with the District 4 Commissioner. The chairman of the Board shall be the appointed by the members of the Board (the “**Chairman**”). The responsibilities of the Board shall include such matters as requested by the following:
 - i. establish annual Board priorities for expenditure of Fund dollars,
 - ii. solicit applicants for Fund dollars,
 - iii. together with Community Partners, sponsor applicants for grant funding, and
 - iv. annually review all Fund grant awards and expenditures of Fund dollars.

The members of the Board will serve for a term of 2 years. Following creation of the initial Board, at least 30 days prior to the expiration of any Board members term, any new or renewing members shall be appointed as set forth in Section 2 of this Plan. In the event of an unexpected vacancy on the Board, within 30 days of the Board receiving written notification of this vacancy (the “**Vacancy Date**”), the vacancy shall be selected by the person designated to appoint such Board seat under Section 2 of this Plan. The Board shall meet periodically, but not less than once per calendar quarter.

3. Eligibility for Funding: Within 90 days of establishing the Fund and annually on the anniversary of the date of establishment of the Fund, the Board will solicit grant applications from Board members and from Community Partners. No application for a Fund grant will be accepted unless such applicant has obtained written sponsorship of the application from a member of the Board or a Community Partner. Qualified projects shall include, but are not limited to: public park improvements, youth sports league facility enhancements, neighborhood security measures, school equipment and enrichment programs, academic scholarships, community festivals and special events, job training and apprenticeship programs, or new business incubator

programs (“**Qualified Projects**”). Final decision on the award of Fund grant for a Qualified Project shall be made solely by the Board.

- B. **Funding:** Developer will provide funding in accordance with the terms and conditions of the First Amendment.
- C. **Term of Plan.** This Plan shall automatically terminate upon the expiration of the Term of the Development Agreement, unless further extended by the Board.
- D. **Succession of Developer Appointment.** Upon the expiration of the Term of the Development Agreement, and provided that the Board elects to further extend the term of this Plan, the Board seat appointed by the Developer shall thereafter be appointed by the Commissioner of District 4 of the City of Pompano Beach, Florida.

IN WITNESS WHEREOF, Developer agrees to implement this Plan as set forth herein.

RP POMPANO, LLC,
a Florida limited liability company

By: _____
Name: _____
Its: _____
Date: _____

**COMMUNITY BENEFITS PLAN RELATED TO THE POMPANO BEACH PUBLIC
PRIVATE DEVELOPMENT AGREEMENT**

**Acknowledgement of Participation in Implementation of Community
Benefits Plan as a "Community Partner"**

(name of individual or corporate entity/organization), hereby acknowledges that:

1. He/she is signing this Acknowledgment as an individual and is a resident of the City of Pompano Beach, Florida and is either employed or actively involved in economic development, community development and/or work force development activities and/or initiatives;

or

(name of signatory for corporate entity/organization) is the duly authorized (title) of (name of corporate entity/ organization) and its principal place of business is in the City of Pompano Beach, Florida and said corporate entity/organization is actively involved in economic development, community development and/or work force development activities and/or initiatives.

2. _____ hereby acknowledges that he/she/it has reviewed the Community Benefit Plan regarding the "Master Project " (as defined in the Community Benefits Plan), signed by **RP POMPANO, LLC**, a Florida limited liability company on _____ and hereby agrees to participate in the implementation of the Community Benefits Plan as a "Community Partner" (as defined in the Community Benefits Plan).

Acknowledged by:

_____, individually or
_____, as _____ of _____

Dated: _____

EXHIBIT B
WATERFALL SPLIT

- a. For the first \$ 15 million in Net Land Sales Proceeds: City/CRA to receive 85% and Developer to receive 15% of proceeds.
- b. For Net Land Sales Proceeds in excess of \$15 million up to \$100 million: City/CRA to receive 70% and Developer to receive 30% of proceeds.
- c. For Net Land Sales Proceeds in excess of \$100 million: City/CRA to receive 55% and Developer to receive 45% of proceeds.