

**CITY OF CLEARWATER COMMUNITY REDEVELOPMENT AGENCY  
PROMISSORY NOTE**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the Community Redevelopment Agency of the City of Clearwater, Florida (hereafter "CRA"), whose address is P.O. Box 4748, Clearwater, Florida 33758-4748, a public body corporate and politic of the State of Florida and The Ring Workspaces, LLC, whose address is 331 Cleveland St., #2502, Clearwater, FL 33755 (hereinafter "Borrower").

**WITNESSETH**

WHEREAS, the CRA has committed CRA funds to be applied for redevelopment in the Community Redevelopment Area (CRA Redevelopment Incentive Funding); and

WHEREAS, the types of incentives contemplated by this program include other financial incentives to redevelopment and businesses Downtown; and

NOW THEREFORE, in consideration of the premises, the mutual covenants, and promises contained herein, and other good and valuable consideration, the Borrower and the CRA agree and covenant each with the other as follows:

**A. GENERALLY**

The foregoing recitals are true and correct and are incorporated in and form a part of this Promissory Note.

**B. BORROWER'S PROMISE TO PAY**

For value received, the undersigned ("Borrower") promises to pay the sum of -six hundred thousand dollars (\$600,000.00) in U.S. dollars to the order of the lender. The lender is the Community Redevelopment Agency of the City of Clearwater, organized and existing under the laws of the State of Florida and located at 112 S. Osceola Avenue, Clearwater, Florida 33756.

**C. INTEREST/FOREGIVENESS**

Funds shall be provided in the form of zero percent (0%) interest loan-to-grant to the Borrower, which, barring a default by the Borrower, the City will forgive at a rate of twenty percent (20%) per year over the five-year loan term so long as Borrower remains a tenant at 600 Cleveland Street and operates "The Ring Workspaces" as provided in the Development Agreement between the CRA and The Ring Workspaces,LLC dated October16th 2017.

Borrower acknowledges that CRA is not in privity (a party to) of contract with the

Contractor, and shall not be bound by any terms of the Contract, but rather shall only be obligated to disburse the funds provided for hereunder when Work is completed and acceptable as determined by the CRA in its sole discretion.

The Project may not be altered, modified, removed or demolished without prior written approval of the CRA. Any of these actions may result in a repayment/reimbursement of the subject funds to the City by the Borrower.

#### **D. PAYMENT**

The Borrower agrees to repay the City the loan balance if he/she fails to perform any of the covenants or agreements contained in the Development Agreement or this Promissory Note.

#### **E. DEFAULT BY BORROWER**

This loan may be terminated in its entirety or disbursement of loan funds may be withheld for the following, which shall constitute a default under this Promissory Note and Development Agreement: (a) defective Work not remedied within ten (10) days of written notice of such defect, (b) failure of the Contractor to make prompt and proper payments to subcontractors, or for labor, materials, or equipment; (c) reasonable evidence that the work cannot be completed for the unpaid balance of the contract sum, (d) failure to complete the project in a timely manner; (e) failure to maintain the improvements, as determined by the CRA in its reasonable discretion, for a period equal to the term of the loan; (f) modification to an approved design plan without the prior written authorization from the CRA.

#### **F. MISCELLANEOUS PROVISIONS**

Execution of this Promissory Note by the Borrower is a representation that the Borrower is competent, familiar with the terms of the Development Agreement, and fully intends to honor the agreement.

This Note shall be governed by the laws of the State of Florida, and venue shall be in Pinellas County.

Should any section or part of any section of this Promissory Note be rendered void, invalid, or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other section or any part of any section in this Note.

This Note is non-assignable by the Borrower.

#### **F. COPY RECEIVED**

1. Borrower hereby acknowledges receipt of a copy of this instrument.

IN WITNESS WHEREOF, the Borrower and the CRA have executed or caused these presents to be executed by its respective authorized representatives to be effective as of the day and year first above written.

In the presence of:

**BORROWER:**

\_\_\_\_\_  
Borrower Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

STATE OF FLORIDA       )  
COUNTY OF PINELLAS   )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is personally known to me or produced \_\_\_\_\_ as identification.

\_\_\_\_\_

Print/Type Name: \_\_\_\_\_  
Notary Public