

**FIRST AMENDMENT TO THE HIGH WAGE/HIGH VALUE JOB CREATION
PROGRAM AGREEMENT BETWEEN THE COMMUNITY REDEVELOPMENT
AGENCY (CRA) OF THE CITY OF ORLANDO AND
SIGHTPLAN, INC.**

THIS FIRST AMENDMENT is entered into by and between the **Community Redevelopment Agency of the City of Orlando**, Florida, a body politic and corporate of the State of Florida, with a principal address of 400 South Orange Avenue, Orlando, Florida 32802 (hereinafter referred to as the “CRA”), and **SightPlan, Inc.** (hereinafter referred to as “SightPlan”), whose principal address is 3218 East Colonial Drive, Ste. G, Orlando, Florida 32803 and whose Federal Employer I.D. Number is 46-0656605.

W I T N E S S E T H:

WHEREAS, on June 15, 2015, the CRA and SightPlan entered into a High Wage/High Value Job Creation Program Agreement (hereinafter referred to as the “Agreement”) providing a funding incentive in the amount of Ninety-Eight Thousand Dollars and No Cents (\$98,000.00) for creating and locating high-value jobs to Downtown Orlando; and

WHEREAS, as stated in the Agreement, this funding incentive is conditioned upon SightPlan maintaining its qualification as a Qualified Target Industry (“QTI”) business with the State of Florida’s Division of Strategic Business Development) (“the State”); and

WHEREAS, the State provides businesses that qualify as a QTI business with the option to extend the time period for job creation by one year with a 5% penalty; and

WHEREAS, if this option is exercised, the payout schedule and the amount of funds provided by the City of Orlando would change; and

WHEREAS, because the payout scheduled under the CRA’s High Wage/High Value Job Creation Program mirrors the payout schedule set forth by the City of Orlando under the QTI Program, the payout schedule provided by the CRA in the Agreement would also change; and

WHEREAS, SightPlan has chosen to exercise this option, thus changing the total funding amount from the City of Orlando and the CRA, and the payout schedule for the CRA funding provided in the Agreement; and

WHEREAS, the parties desire to amend the Agreement to reflect these changes.

NOW THEREFORE, in consideration of the premises, the mutual covenants and agreements herein contained, and other good and valuable consideration, the sufficiency of which is hereby acknowledge, the CRA and SightPlan agree as follows:

1. The tenth “Whereas” clause shall be deleted and replaced with the following:

WHEREAS, in addition to the Program Incentives, the City of Orlando will also provide SightPlan an appropriation by separate Resolution of Thirty-One Thousand, Nine Hundred and Twenty Dollars and No Cents (\$31,920.00) as local participation in the State Qualified Target Industry Tax Refund Program ("QTI") for FY's 2017-2018 through 2022-2023, resulting in a total award amount from the City and CRA of \$129,920.00; and

2. Exhibit "B" shall be replaced with the amended Exhibit "B" attached hereto.

3. Except as set forth herein, the Agreement remains unchanged and remains in full force and effect.

IN WITNESS WHEREOF the parties have executed this First Amendment on the _____ day of _____, 2016.

SIGHTPLAN, INC.

By: _____
Print Name: _____
Title: _____

WITNESSES:

Print Name: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF ORANGE

PERSONALLY APPEARED before me, the undersigned authority, _____, [] well known to me or [] who has produced his/her _____ as identification, and known to me to be the _____ of SightPlan, Inc., and acknowledged before me that he/she executed the foregoing First Amendment High-Value Job Creation Program Agreement on behalf of said foreign corporation, as its true act and deed, and that he/she was duly authorized to do so.

WITNESS my hand and official seal this ___ day of _____, 2016.

NOTARY PUBLIC
Print Name: _____
My Commission Expires:

COMMUNITY REDEVELOPMENT AGENCY

By: _____

Chairman

Print Name: _____

Date: _____

ATTEST: _____

Executive Director

Print Name: _____

Date: _____

APPROVED as to form and legality,
for the use and reliance of the
CRA/City of Orlando, Florida only.
_____, 2016.

Assistant City Attorney
City of Orlando, Florida

STATE OF FLORIDA
COUNTY OF ORANGE

PERSONALLY APPEARED before me, the undersigned authority,
_____, [] well known to me or [] who has produced
his/her _____ as identification, and known to me to be the
Chairman of the Community Redevelopment Agency, and acknowledged before me that he/she
executed the foregoing First Amendment to the High-Value Job Creation Program Agreement on
behalf of the Community Redevelopment Agency as its true act and deed, and that he/she was
duly authorized to do so.

WITNESS my hand and official seal this ___ day of _____, 2016.

NOTARY PUBLIC

Print Name: _____

My Commission Expires:

EXHIBIT “B”
Amended Payout Schedule for Each Program Incentive

SightPlan Inc. Phase In Schedule

High Wage High Value Job Incentive	\$ 1,500.00
Downtown Living Incentive	\$ 1,000.00
Public Transportation Incentive	\$ 1,000.00
Creative Village Pioneer Incentive	\$ -
Total Incentive Per Job	\$ 3,500.00

High Wage High Value Job Incentive						
Fiscal Year	Existing Jobs	Year 1	Year 2	Year 3	Total	
Incented Jobs	0	10	12	6	28	
2017/2018	\$ -	\$ 3,750			\$	3,750
2018/2019	\$ -	\$ 3,750	\$ 4,500		\$	8,250
2019/2020	\$ -	\$ 3,750	\$ 4,500	\$ 2,250	\$	10,500
2020/2021	\$ -	\$ 3,750	\$ 4,500	\$ 2,250	\$	10,500
2021/2022			\$ 4,500	\$ 2,250	\$	6,750
2022/2023				\$ 2,250	\$	2,250
			Total		\$	42,000

Downtown Living Incentive						
Fiscal Year	Existing Jobs	Year 1	Year 2	Year 3	Total	
Incented Jobs	0	10	12	6	28	
2017/2018	\$ -	\$ 2,500			\$	2,500
2018/2019	\$ -	\$ 2,500	\$ 3,000		\$	5,500
2019/2020	\$ -	\$ 2,500	\$ 3,000	\$ 1,500	\$	7,000
2020/2021	\$ -	\$ 2,500	\$ 3,000	\$ 1,500	\$	7,000
2021/2022			\$ 3,000	\$ 1,500	\$	4,500
2022/2023				\$ 1,500	\$	1,500
			Total		\$	28,000

Public Transportation Job Incentive						
Fiscal Year	Existing Jobs	Year 1	Year 2	Year 3	Total	
Incented Jobs	0	10	12	6	28	
2017/2018	\$ -	\$ 2,500			\$	2,500
2018/2019	\$ -	\$ 2,500	\$ 3,000		\$	5,500
2019/2020	\$ -	\$ 2,500	\$ 3,000	\$ 1,500	\$	7,000
2020/2021	\$ -	\$ 2,500	\$ 3,000	\$ 1,500	\$	7,000
2021/2022			\$ 3,000	\$ 1,500	\$	4,500
2022/2023				\$ 1,500	\$	1,500
			Total		\$	28,000

Total Potential Incentive	\$ 58,000
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Overall Potential Payout Schedule						
Fiscal Year	High Wage High Value Job Incentive	Downtown Living Incentive	Public Transportation Job Incentive	Creative Village Pioneer Incentive	Total	
2017/2018	\$ 3,750	\$ 2,500	\$ 2,500	\$ -	\$	8,750
2018/2019	\$ 8,250	\$ 5,500	\$ 5,500	\$ -	\$	19,250
2019/2020	\$ 10,500	\$ 7,000	\$ 7,000	\$ -	\$	24,500
2020/2021	\$ 10,500	\$ 7,000	\$ 7,000	\$ -	\$	24,500
2021/2022	\$ 6,750	\$ 4,500	\$ 4,500	\$ -	\$	15,750
2022/2023	\$ 2,250	\$ 1,500	\$ 1,500	\$ -	\$	5,250
			Total		\$	98,000