

December 16, 2020

CONFIDENTIAL

Ms. Debrah Forester

FLORIDA HEARTLAND ECONOMIC REGION OF OPPORTUNITY

3299 Tamiami Trail East, Bldg. F | Suite 103

Naples, FL 34112

Sent via email: debrah.forester@colliercountyfl.gov

Subject: Retail Demand Analysis and Demographic Study for the Immokalee Community, Florida (Collier County)

Dear Debrah,

Meyers Research LLC (“Meyers”) is pleased to present this proposal to assist the Florida Heartland Economic Region of Opportunity (“FHERO” or “Client”) with an assessment of retail demand in the Immokalee Community, Florida (“Immokalee” or “Subject”). Our services outlined herein will help you analyze the opportunity for future development in the city and wider area. This proposal agreement (“Agreement”) contains seven sections:

1. Background and Objectives
2. Scope of Work
3. Deliverables and Timing
4. Experience
5. Fee Requirements
6. Terms and Conditions
7. Acceptance

1. BACKGROUND AND OBJECTIVES

The Florida Heartland Economic Region of Opportunity is analyzing the potential retail development (or redevelopment) opportunity within the Immokalee Community. It is acknowledged that many current businesses in Immokalee are run primarily on a cash basis; therefore, actual retail spending may not accurately appear in all data. The objective of this assignment is to analyze relevant economic and demographic trends in the Immokalee Community to understand the demand for additional retail establishments.

2. SCOPE OF WORK

To accomplish your goals, we will conduct the following scope of work:

- **Definition of Primary Market Area:** Based on travel patterns and the Community’s boundaries, define appropriate competitive markets for potential commercial uses (“PMA”).

- **Economic & Demographic Perspective (Brief):** Summarize overall economic and demographic conditions in the Immokalee Community with a focus on projected conditions over the next few years. Items analyzed will include job and household growth, number of dwelling units, median age and age distribution, household income and net worth, ethnicity, etc. This will set the stage for understanding the demand for commercial space going forward.

Retail Analysis

- **Retail Market Overview:** Summarize the retail market in and around the Immokalee Community by compiling and analyzing macro-level statistics (as available) such as leasing activity, absorption, lease rates, vacancy, etc. We also consider access, traffic levels, existing uses, transportation linkages, location of services, etc. This will help lay the foundation for demand for additional retail development in the City.
- **Retail Supply Analysis:** Based on the defined trade area, inventory select retail centers in the Immokalee Community. These individual centers will be categorized and will assist with determining the depth of opportunity for development going forward. We will collect key qualitative and quantitative data (as available) pertaining to size, access and location, special features/attractions, quality of facilities, age and reputation, tenant types, etc. We will also summarize any planned retail developments in the local area.
- **Retail Demand Assessment:** Estimate demand for retail space in various trade areas (a local trade area, mid-sized trade area and larger trade area) by understanding annual revenues at existing retailers in the local market (supply), as compared to resident consumer expenditures (demand) to determine the level of potential demand for additional retail uses at the Subject Property. Apply our household growth forecasts to quantify demand over the next five and ten years. Finally, consider a reasonable market share (capture %) for the Subject in each of the small, medium and larger trade areas, to estimate total supportable retail square feet as well as by tenant type.
- **Key Conclusions and Recommendations:** We will quantify the opportunity for additional retail development, by use (including total retail square footage), for the Immokalee Community based on our research.

3. DELIVERABLES AND TIMING

Our research will be presented in a concise, presentation-style market report that includes both written findings and key illustrative exhibits such as trend graphs, positioning charts, maps, photos, etc. We will require approximately **four to five weeks** from written acceptance to deliver a draft of the report.

This report is intended for use only by Client, its subsidiaries and/or its affiliates. Use of this report by others is not intended by Meyers and Client will need to gain prior written approval before sharing draft versions, sections or the final report with any other party not identified in this Agreement. Client agrees that it is prohibited from copying, making derivative works (defined as any work that contains portion of the report, including collections, compilations, subsets or portions of the data from the report), selling, sublicensing, renting, timesharing, loaning, leasing or distributing this report, or any portions of the report without Meyers prior written approval.

4. EXPERIENCE

Meyers is uniquely qualified to assist you with this assignment. Our highly educated and experienced staff believes in providing the highest quality service possible to our clients, which means completing the exact analysis they need: quickly, accurately, and cost-effectively. Our team is comprised of market experts and understands these assets and the competitive market. We are experienced in Austin, having completed numerous studies over the last thirty years.

Our team includes the following:

Tim Sullivan, Senior Managing Principal, oversees the advisory services we conduct throughout the country. Mr. Sullivan is an expert in residential and mixed-use feasibility studies, strategic planning and product development and has conducted market analyses all over the United States and northern hemisphere in his 37 years of experience in the Real Estate Industry.

Kristine Smale, Senior Vice President, will oversee the assignment. Ms. Smale is based in Florida and has 16 years of experience in real estate strategy and market analysis. She has worked for two public home builders and has performed market and financial analysis on commercial projects throughout the U.S., including apartments, retail, industrial and office buildings.

Adam Patterson, Manager. Mr. Patterson has over 20 years of experience in the real estate and market research industries and has directed analyses of for-sale residential projects, including active adult housing. He currently focuses on Florida and the Southeast but also has extensive experience in the Midwest, including Chicago, Indianapolis, and Cincinnati.

5. FEE REQUIREMENTS

Professional Fees

The professional fee for this Agreement is **\$7,500**. Our fees include one kickoff call and one conference call to review findings.

Other Expenses and Billing Terms

Direct Expenses. Meyers will be reimbursed for all out of pocket costs, including but not limited to travel, mileage, copies and data costs. **These expenses will be capped at \$200.**

Non-Itemized Administrative Fee. A fee equal to 4% of the professional fees.

Initial Deposit. Meyers requires a 50% deposit of consulting fees to begin work.

- The first payment of \$3,250 will be due within two weeks of the signed engagement letter.
- The final payment of \$3,250, plus expenses, will be due within 30 days of delivery of the report.

Balance Invoice. Meyers will submit an invoice for the balance due for the professional fees plus expenses and non-itemized administrative fee. This balance invoice is due upon delivery of the draft report. Any delay or inaccurate information provided by the client that causes additional analysis or additional work that is outside the scope of this engagement, if any, will be billed separately.

Payment Due. Payment will be due within upon receipt of invoice. Meyers reserves the right to charge up to 1.5% interest per month, on any outstanding invoices not paid within 30 days of the invoice date.

Termination Prior to Research Completion. If for some reason the Client decides to end this engagement before completion, upon written notification, Meyers will stop work immediately and bill for work completed to date.

6. TERMS AND CONDITIONS

General. This letter sets forth our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide. Client and its partners are responsible for representations about its plans and expectations and for disclosure of significant information that might affect the ultimate realization of the projected results. There will usually be differences between projected and actual results because events and circumstances frequently do not occur as expected, and the differences may be material. We have no responsibility to update our report for events and circumstances occurring after the date of our report. Payment of any and all of our fees and expenses is not in any way contingent upon any factor other than our providing services outlined in this Agreement. We understand that these reports will be shared with third parties and potential investors, but the use of any reports prepared by Meyers pursuant to this Agreement should not be solely relied on by anyone in making a location or investment decision.

Limitation of Liability. In no event shall Meyers, its subsidiaries, affiliates, directors, officers, employees, agents, licensors and/or suppliers (collectively, the "Research Group") be liable, whether a claim be in tort, contract, or otherwise for any indirect, special, incidental, reliance, consequential (including lost profits or revenue), exemplary, punitive, loss or similar damages arising out of this Agreement and services rendered by Meyers, even if Meyers has been apprised of the possibility thereof. Furthermore, in no event shall the Research Group's total cumulative liability for all damages, including attorneys' fees, arising under this Agreement exceed the total professional fees paid by Client and received by Meyers pursuant to this Agreement. It is further understood and agreed that the Research Group shall not be liable for any claim in the event that Meyers was not: (i) notified promptly upon Client becoming aware of the existence of such claim and (ii) given an opportunity to cure or mitigate such claim, if possible. It is understood and agreed that this paragraph shall survive the termination of this Agreement and Meyers' engagement hereunder.

Publicity. Neither party shall advertise, market or otherwise make known to others any information relating to the subject matter of this Agreement, including mentioning or implying the name of the other party, without the prior written approval of such party. Notwithstanding the foregoing, Client agrees to grant Meyers permission to: (i) disclose the fact that Client is our client orally or in writing to third parties; (ii) include Client's name and logo on a client list to appear on Meyers' or its

affiliate's website; and (iii) include Client's name and logo on a client list to appear in presentations to be given to Meyers' current or prospective clients.

Relationship of Parties. Meyers shall serve as an independent contractor to Client, and under no circumstances shall it be, or be deemed to be, a partner, agent, servant, distributor or employee of Client in its performance hereunder.

Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Texas, without reference to conflict of law principles.

Amendments; Waiver. This Agreement constitutes the sole agreement of the parties with respect to Meyers' services and any other subject matter hereof and supersedes all oral negotiations and prior writings with respect to any subject matter hereof or thereof. No modification or waiver of any terms of this Agreement shall be valid and binding unless agreed to in writing by Meyers and Client. A waiver of any specific term hereof shall not be deemed to constitute a waiver of any other term hereof, nor shall a waiver of any one or more occasions be deemed to imply or constitute a waiver of the same or any other term on any other occasion.

Severability. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

Enforceability. This Agreement has been duly executed and delivered by each of Meyers and Client and constitutes the legal, valid and binding obligations of each of Meyers and Client enforceable against each of Meyers and Client in accordance with the terms hereof, subject to applicable bankruptcy, insolvency and similar laws affecting the rights of creditors generally, and general principles of equity.

Counterparts. This Agreement and any amendments, waivers or supplements to this Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original. Facsimile copies of signatures shall be deemed equally binding as originals.

Ms. Debrah Forester
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7. ACCEPTANCE

We look forward to working with you. The signed proposal may be sent via e-mail or can be faxed to (858) 704-4097.

Sincerely,

A handwritten signature in blue ink that reads "Kristine Smale".

Kristine Smale
Senior Vice President

Agreed and Accepted: FLORIDA HEARTLAND ECONOMIC REGION OF OPPORTUNITY

Signature: _____

Print Name: _____

Date: _____

FL003-21

MEYERS RESEARCH COMMERCIAL EXPERTISE AND EXPERIENCE

Meyers Research combines experienced real estate and technology advisors with leading data to provide our clients with a clear perspective and a strategic path forward. Our commercial expertise includes:

- development including stand-alone restaurants, in-line shops, ground floor retail, neighborhood/ community shopping centers, regional malls, outlet centers, other specialty centers and repositioning of existing retail product.
- **Industrial** development including warehouse/distribution and flex/R&D product in urban and suburban locations as well as repositioning of existing industrial product.
- **Hotel** development including independent and branded (“flag”) hotels, resorts and multi phased hotel opportunities in domestic and international locations.
- **Office** development including Class A and Class B product in urban and suburban locations as well as Office product and repositioning of existing office product.
- **Other Commercial Uses** such as self-storage, education (day care) and religious facilities.

Our analytical approach for commercial studies includes the following processes:

- **Locational Analysis:** we consider access, traffic levels, nearby uses, transportation linkages, location of services, etc.
- **Market Trends:** we include regional and local market conditions by compiling and analyzing statistics such as annual deliveries, leasing activity, lease rates, vacancy, absorption, etc.
- **Supply Assessment:** we identify and inventory existing competition including building size, access and location, special features/attractions, quality of facilities, age and reputation, tenant mix/types, rental rates, vacancy rates, etc. We also summarize relevant planned commercial developments in the local area.
- **Demand Analysis:** our methodology for commercial uses vary. For retail analysis, we estimate demand for retail space in various trade areas by understanding annual revenues at existing retailers in the local market (supply), as compared to resident consumer expenditures (demand) to determine the level of potential demand for additional retail uses. For office and industrial analysis, we estimate demand for office/ industrial space in the greater market and at the Subject by conducting an analysis that is based on job growth projections. For hotel analysis, we forecast room rates and occupancy rates along with hotel deliveries in the pipeline to determine the opportunity for additional hotel(s) at a given subject property.
- **Product Recommendations:** we summarize the findings from our research in a concise market report that addresses the most ideal mix of uses for a given site, what specific tenants may be good targets for this demand, and what can be expected in terms of lease rates/ room rates, occupancy and absorption expectations.

SELECT COMMERCIAL EXPERIENCE

Meyers provides detailed assistance with the planning for and implementation of commercial and mixed-use development. Our services include integrating sustainability into the mainstream development using macroeconomic analysis, coordination with the development and sales team, competitive analysis and strategic planning for proposed developments. The following is a selection of commercial properties our combined team has assessed:

Meyers Research Representative Commercial Studies				
Client Name	Engagement Description	Product Type	City	State
The Westervelt Company	Lake Tamaha	SFA/Apt/Retail/Office	Tuscaloosa	AL
Chamberlain Development LLC	Deep Well Ranch	Retail	Prescott	AZ
St. Clair Partners	Country Club Village	Mixed Use	Calimesa	CA
WORLDMAKER	Town Center Retail	Retail	Cathedral City	CA
McCaffrey Homes	Tesoro Viejo Commercial Analysis	Mixed Use	Fresno	CA
Western Land Strategies	Quay Valley	Mixed Use	Kings County	CA
River Islands Development	River Islands	Office, Retail, Flex/ R&D	Lathrop	CA
Mana Investments, Inc.	Sunset Plaza	Office/retail	Livermore	CA
MBS Dynamic LLC	LA County Industrial Valuation	Industrial	Los Angeles	CA
Specialty Construction, Inc.	Monarch Dunes	Retail	Nipomo	CA
Western Alliance Bank	Plaza La Media	Commercial	Otay Mesa	CA
Shopoff Advisors, LP	Richmond Campus Bay	SFA, APT, Office, Retail	Richmond	CA
AFG LLC	60/91 Freeway	Retail	Riverside	CA
Seritage Growth Properties	Montclair	SFA/Office	San Bernardino	CA
Seritage Growth Properties	San Bruno	SFA/Office	San Bruno	CA
Resmark Companies	La Jolla Village Prof. Center	Commercial	San Diego	CA
ARES	Distrto La Novia	SF/APT/Commercial	San Juan Capistrano	CA
Kennedy Wilson	38 North	Retail	Santa Rosa	CA
Seritage Growth Properties	Montclair	SFA/Office	Westminster	CA
H.G. Fenton Company	Chino Hills Employment Center	Mixed Use	Chino Hills	CA
City of San Marcos/David Taussig	Fenton-Discovery Village	Mixed Use	San Marcos	CA
Westside Investment Partners	High Point Aurora	Apt/Retail/Off/Hosp	Aurora	CO
Front Range Investment Holdings	Wilson Ranch	SFD/Apt/Commercial	Berthoud	CO
Colorado Crossing Metro District	Victory Ridge	SFA/Apt/Retail/Office/Hotel	Colorado Springs	CO
Oakwood Homes	Reunion Center	Office/Retail/Apt/SFA/SFD	Commerce City	CO
Colorado International District	High Point Denver	SFA/Apt/Retail/Office/Hotel	Denver	CO
Invent Development Partners	Train Denver	SFA/Apt/Retail/Office/Hotel	Denver	CO
J-25 Land Holdings	Villages at Johnstown	SFA/SFD/Apt/Retail/Ind/Office	Johnstown	CO
McWhinney	Centerra	Retail, Office, Self Storage	Loveland	CO
Redbarre Media	Redbarre Media Mixed Use	Mixed Use	Parker	CO
Kamehameha Schools	Mo'ili'ili & Kapalama Sites	Condo/Apt/Retail/Office	Honolulu	HI
PBR/ DHHL	Kapalama Site	Condo/Apt/Retail/Office	Honolulu	HI
A&B Properties Hawaii, LLC	Puunene Mill Redevelopment	Retail/ Ind	Kahului, Maui	HI
localconstruct	Boise Retail	Retail	Boise	ID
Daiwa House Texas	Rockville Town Center Phase II	Apt/Retail	Rockville	MD
Settlers Landing Development, LLC	Settlers Landing	Retail, Office, Self Storage	Concord	NC
Western Albuquerque Land Holdings	Santolina	Mixed Use	Bernalillo County	NM
Gardner Tanenbaum Holdings	West Oklahoma City	Mixed Use	Oklahoma City	OK
Newland Communities	Reed's Crossing	SFA/SFD/Apt/Retail/Office	Hillsboro	OR
Newland Communities	Nexton	SFA/SFD/Apt/Industrial/Office	Charleston	SC
Cocke County Partnership	Fruit Jar Alley	Mixed Use	Fruit Jar Alley	TN
Brookfield Residential	Easton Park Commercial	Mixed Use	Austin	TX
HFF/ Hines	Deep Ellum Creative Office	Office	Dallas	TX
City of Dallas	Lancaster Corridor/ VA Hospital	APT/Hotel/Retail	Dallas	TX
Brookfield Residential	Kissing Tree	Mixed Use	San Marcos	TX
Oakwood Homes	Daybreak	SFA/SFD/Apt/Retail/Office	South Jordan	UT
Newland Communities	Tahalea	SFA/SFD/Apt/Retail/Office	Bonney Lake	WA
Tarragon Advisors	Orting Mixed Use Site	Retail	Orting	WA
Seritage Growth Properties	Redmond Redevelopment Site	SFA/Office	Redmond	WA
Wood Mountain, LLC	Woodinville Wine Village	SFA/Retail/Office	Woodinville	WA

MEYERS RESEARCH

Meyers Research combines experienced real estate and technology advisors with leading data to provide our clients with a clear perspective and a strategic path forward.

Our expertise includes:

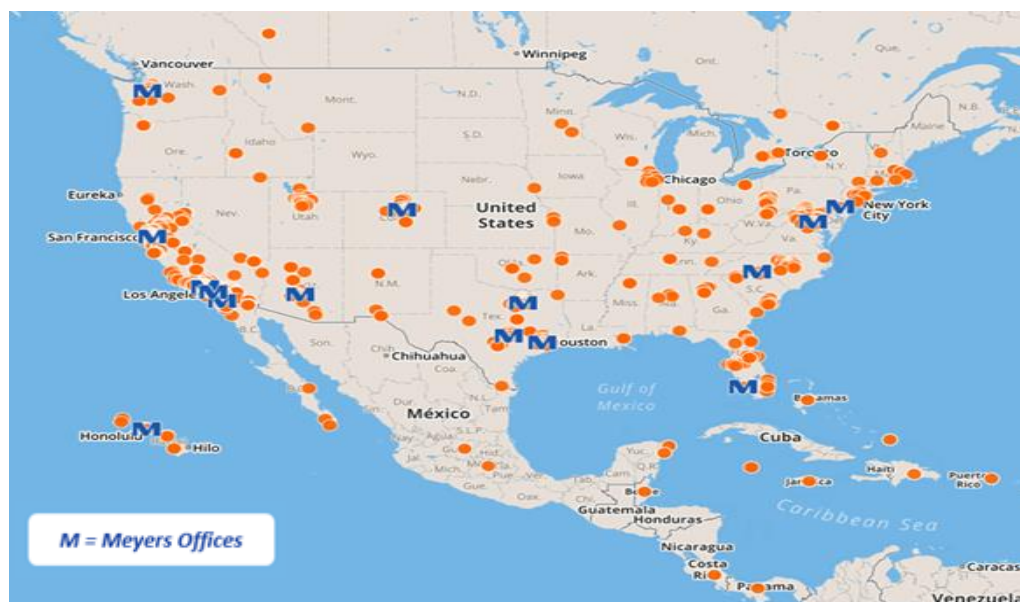
- Community Development
- Resort & International Development
- Litigation Support & Expert Witness
- Institutional Advisory & Portfolio Analysis
- Multi-Family, Urban & Mixed-Use
- Commercial Analysis
- Capital Investments



Our Advantage: The combination of deep real estate knowledge and cutting-edge technology backed by the most comprehensive data.

We are pleased to announce that our firm recently merged with Hanley Wood/Metrostudy. This enhances our array of information and the Advisory team.

*THE ADVISORY TEAM COMPLETED
APPROXIMATELY 900 STUDIES THROUGHOUT
THE U.S. IN THE LAST YEAR*





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