

**FIRST AMENDMENT TO
BUSINESS ASSISTANCE PROGRAM GRANT AGREEMENT**

THIS FIRST AMENDMENT TO BUSINESS ASSISTANCE PROGRAM GRANT AGREEMENT (the "First Amendment") is made and entered into as of November 10, 2015 by and between the **NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY**, a public body corporate and politic (the "CRA") having an address at 776 N.E. 125th, North Miami, Florida 33161 and **DIXIE HIGHWAY ENTERPRISES, INC.**, A Florida corporation (the "Grantee") having an address at 12959 West Dixie Highway, North Miami, Florida 33161.

RECITALS

1. CRA and Grantee previously entered into that certain Business Assistance Program Grant Agreement dated September 22, 2014 (the "Grant Agreement") for a Grant in the amount of Fifty Seven Thousand Six Hundred Sixty Three and 50/100 DOLLARS (\$57,663.50).

2. CRA and Grantee desire to amend the Grant Agreement in certain respects as set forth herein.

NOW, THEREFORE, in consideration of the promises and the mutual agreements contained herein, CRA and the Grantee hereby agree as follows:

1. **Grant Amount.** On October 13, 2015, the CRA Board approved an increase to the Grant in the amount of One Hundred Fourteen Thousand Three Hundred Thirty Six and 50/100 Dollars (\$114,336.50). Based upon the approval by the CRA Board which included a waiver of the Program Guidelines as to (i) the maximum Grant amount awarded and (ii) the fifty percent (50%) matching grant requirement, the amount of the increased Grant is One Hundred Seventy Two Thousand and 00/100 Dollars (\$172,000.00). All references in the Grant Agreement to the Grant shall mean and refer to the increased amount of One Hundred Seventy Two Thousand and 00/100 Dollars (\$172,000.00). Grantee acknowledges and agrees that:

- (a) Twenty Two Thousand Three Hundred Thirty Six and 50/00 Dollars (\$22,336.50) of the Grant increase is for additional costs and improvements to the Property necessitated due to the termination of the existing contractor and the engagement of a new contractor to complete the original work under the Grant Agreement; and
- (b) Ninety Two Thousand and 00/100 Dollars (\$92,000.00) of the Grant increase is for new work necessary to complete the restaurant at the Property.

2. **Scope of Work.** The Scope of Work is hereby amended by including those items as set forth on Exhibit A-1 and A-2 attached hereto and by this reference made a part hereof. All references in the Grant Agreement to the Project or the Scope of Work shall mean and refer to the Scope of Work including those items attached hereto as Exhibit A-1 and A-2, as follows:

- (a) The portion of the approved increase to the Grant in the amount of Twenty Two Thousand Three Hundred Thirty Six and 50/100 Dollars (\$22,336.50) shall be used for the items in the Scope of Work set forth in Exhibit A-1 and generally consists of additional costs and improvements to the Property necessitated due to the termination of the existing contractor and the engagement of a new contractor to complete the original work under the Grant Agreement.
- (b) The portion of the approved increase to the Grant in the amount of Ninety Two Thousand and 00/100 Dollars (\$92,000.00) shall be used for the items in the Scope of Work set forth in Exhibit A-2 and generally consists of new work necessary to complete the restaurant at the Property (collectively, the "Restaurant Work").

3. **Restaurant Work.** Grantee acknowledges and agrees that (a) the Restaurant Work will be performed pursuant to contract(s) entered into by the Grantee's tenant, Seafood Cousins, LLC, a Florida limited liability company, d/b/a Captain Jim's Seafood Market Restaurant ("Captain Jim's") and (b) the portion of the Grant set forth in Section 1(b) is intended only for the Scope Work set forth on Exhibit A-2 and not for any of Grantee's work set forth in the Scope Work set forth on Exhibit A-1. Grantee shall be responsible for and submit reimbursement requests to the CRA on behalf of Captain Jim's in accordance with the reimbursement procedures of the Grant Agreement and, upon receipt of any disbursement therefore from the CRA, Grantee shall pay such amounts to Captain Jim's. Notwithstanding anything in the Grant Agreement or herein to the contrary, the CRA shall have no obligation to directly disburse any Grant proceeds to Captain Jim's and/or any of its contractors, suppliers or materialmen.

4. **Effective Term.** The term of the Grant Agreement is amended to be the date of this First Amendment (the "Effective Date") and the obligation of the CRA to fund the Grant shall terminate one (1) year and ninety (90) days thereafter, unless sooner terminated by either party as set forth herein (the "Funding Termination Date"). In addition to any other rights and remedies of the CRA set forth in this Agreement, any portion of the Grant for which a reimbursement request has not been submitted by Grantee to the CRA by the Funding Termination Date shall be forfeited and Grantee hereby waives any rights to such forfeited portion of the Grant. Notwithstanding the foregoing, this Agreement shall remain in full force and effect following the Funding Termination Date for such time periods as necessary to give the terms and provisions of this Agreement their full force and effect.

5. **Memorandum.** Reference is made to that certain Memorandum of Business Assistance Program Grant Agreement recorded in Official Record's Book 29408, Page 2411 of the Public Records of Miami-Dade County, Florida (the "Original Memorandum"). In order to reflect the new Effective Date and Funding Termination Date, Grantee agrees that the CRA may record an Amended and Restated Memorandum of the Original Memorandum in the Public Records of Miami-Dade County at Grantee's expense.

6. Conflict; Defined Terms; Ratification; Counterparts.

6.1 First Amendment Controls; Defined Terms; Effective Date. In the event of any conflict between the terms and conditions of this First Amendment and the Grant Agreement, it is agreed that the terms and conditions of this First Amendment shall control. Any defined terms not defined in this First Amendment shall have the meaning ascribed to them in the Grant Agreement. All references in this First Amendment to the Grant Agreement shall mean the Grant Agreement as amended by this First Amendment.

6.2 Ratification. Except as set forth in this First Amendment, all other terms and provisions of the Grant Agreement shall remain unmodified and in full force and effect and the parties hereby ratify the terms and conditions set forth in the Grant Agreement.

6.3 Counterparts. This First Amendment may be executed in counterparts, each of which when taken together shall constitute one in the same document.

7. Notices. The address for notices to the Grantee is hereby changes to the following:

Dixie Highway Enterprises, Inc.
776 N.E. 95th Street
Miami Shores, Florida 33138
Attn: Raegan Hanson, President

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STATE OF FLORIDA)
SS:
COUNTY OF MIAMI-DADE)

The foregoing was acknowledged before me this 17th day of November 2015, by Raegan Hanson, as President of Dixie Highway Enterprises, Inc., a Florida corporation, on behalf of the corporation, who (check one) [] are personally known to me or [] have produced a Florida driver's license as identification.



My Commission Expires:

Andrea A. McDonald
Notary Public
Print Name: Andrea A. McDonald

STATE OF FLORIDA)
SS:
COUNTY OF MIAMI-DADE)

The foregoing was acknowledged before me this 17th day of November 2015, by Dr. Smith Joseph, as Chairman of the North Miami Community Redevelopment Agency, who (check one) [] is personally known to me or [] have produced a Florida driver's license as identification.

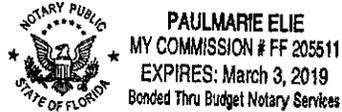


My Commission Expires:

Andrea A. McDonald
Notary Public
Print Name: Andrea A. McDonald

STATE OF FLORIDA)
SS:
COUNTY OF MIAMI-DADE)

The foregoing was acknowledged before me this 17th day of November 2015, by Arthur H. Sorey, III, as Interim Executive Director of the North Miami Community Redevelopment Agency, who (check one) [] is personally known to me or [] has produced a Florida driver's license as identification.



My Commission Expires:

Paul Marie Elie
Notary Public
Print Name: Paul Marie Elie

Name: _____

EXHIBT A-1
SCOPE OF WORK
(Grantee)

EXHIBT A-2
SCOPE OF WORK
(Captian Jim's)