NORTH MIAMI BUSINESS ASSISTANCE PROGRAM

GRANT AGREEMENT

THIS GRANT AGREEMENT (the "Agreement") is made and entered into as of February 17, 2016, 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 Street, North Miami, Florida 33161 and **20 NORTHEAST, LLC**, a Florida limited liability company (the "Grantee") having an address at 54 N.W. 106th Street, Miami Shores, Florida 33138.

RECITALS

1. The North Miami Business Assistance Program (the "Program") (a) facilitates the attraction and location of selected new business to North Miami by providing financial assistance for interior build-out and (b) retains and promotes the expansion of existing businesses by providing financial assistance for interior and exterior improvements, while also reducing the incidence of slum and/or blighted conditions in the CRA Redevelopment Area.

2. The Program will fund (a) Business Attraction grants of up to Ten Thousand and 00/100 Dollars ($10,000.00) for interior build-out for specific eligible businesses moving into the City of North Miami; (b) Beautification grants of up to Fifteen Thousand and 00/100 Dollars ($15,000.00) to eligible commercial property owners or business operators for improvements to the exterior and/or interior of their buildings; and (c) Rehabilitation grants of up to fifty percent (50%) of the total cost of interior and/or exterior improvements to the owners of eligible commercial buildings in an amount up to Eighty Thousand and 00/100 Dollars ($80,000.00) per building on a reimbursement basis.

4. The Grantee is the owner of the real property as more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof (the "Property") with an address of 13390-94 W. Dixie Highway, North Miami, Florida 33181, and has applied to the CRA for a rehabilitation grant for the purpose of improving the Property including replacing all windows with commercial impact windows and replacing all awnings and installing new awnings where needed.

5. The Property is a rental property and Grantee acknowledges that the provisions of Section 7 are applicable.

6. The CRA has approved an award to the Grantee of a rehabilitation grant in the amount of THIRTY FIVE THOUSAND FIVE HUNDRED AND 00/100 DOLLARS ($35,500.00) (the "Grant") for renovations including replacement of all windows with commercial impact windows and replacement of all awnings and installation of new awnings where needed in accordance with the terms and conditions of this agreement including, but not limited to, the program Guidelines attached hereto as Exhibit "B" and by this reference made a part hereof (the "Program Guidelines") and the scope of work and budget for the project attached hereto as Exhibit "C" and by this reference made a part hereof (the "Project" or "Scope of Work").

7. The Grantee desires to accept the Grant subject to the terms, conditions and restrictions set forth in this Agreement.

NOW, THEREFORE, in consideration of the Grant and the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto do hereby agree as follows:

Section 1. **Recitals; Program Guidelines.** The Recitals set forth above are true and correct and are incorporated in this Agreement by reference. The terms and provisions of the Program Guidelines are incorporated into this Agreement by reference and the Grantee agrees to abide by such terms and provisions. In the event of any conflict between the Program Guidelines and this Agreement, the terms and provisions of this Agreement will control with the understanding that any terms in the Program Guidelines that are not addressed in this Agreement shall nevertheless be applicable.

Section 2. **Effective Term.** The term of this Agreement shall commence on the date when it has been executed by both parties (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.

Section 3. **Scope of Work.** The Grantee agrees to use the Grant solely for the reimbursement of costs and expenses paid by the Grantee for the performance of the Scope of Work subject to and in accordance with this Agreement and the Program Guidelines. The Grantee further agrees that the Grant shall only be disbursed in accordance with the attached budget in the amounts for each line item as set forth therein. The Grantee shall be responsible for the design, engineering, permitting and construction of the Project. Grantee shall cause the Project to be commenced within ninety (90) days after the Effective Date and thereafter prosecuted with due diligence and continuity and will achieve final completion on or before the Funding Termination Date. Final completion shall be evidenced by a final certificate of occupancy or use, as applicable, issued by the City of North Miami (the "City"), free and clear of liens or claims for liens for materials supplied and for labor or services performed in connection therewith. The Grantee agrees that the Scope of Work performed under this Agreement shall be performed in accordance with all applicable laws including the City's land use and zoning requirements and the Florida Building Code. The Grantee agrees and represents that the contracts entered into by it for the Project shall require that its contractors, subcontractors, design professionals, engineers and consultants possess the licenses required by applicable laws to cause to be performed the Scope of Work. Grantee shall provide the CRA with copies of the fully executed architect and contractor agreements and, at the request of the CRA, copies of the plans and specifications for the Project. Grantee represents and warrants that it will only engage Florida licensed architects and contractors for the Project.

Section 4. **Amount Payable.** Subject to available funds, the maximum amount payable under this Agreement shall not exceed the Grant amount awarded. The Grantee acknowledges and agrees that should Program funding be reduced or unavailable, the amount payable under this Agreement may be reduced by the CRA. Availability of Grant funds shall be determined by the CRA, in its sole discretion. The Grantee waives any and all claims against the CRA for any reduction or unavailability of funding. The Grantee will not look to, nor seek to hold liable, the CRA, its board members, employees, consultants, attorneys and/or agents (collectively the "Related Parties") for the performance or non-performance of this Agreement and agrees to hold the CRA and the Related Parties harmless and release the CRA and the Related Parties from any and all claims and liability under this Agreement, whether as a direct or indirect consequence of any funding reduction or unavailability.

Section 5. **Reimbursement Procedures.** The CRA agrees to disburse the Grant to the Grantee on a reimbursement basis for expenses necessarily and properly incurred under this Agreement and paid by Grantee based on the Scope of Work and in accordance with the budget set forth therein all as approved by the CRA. Payment shall be made in accordance with the following procedures:

5.1 Reimbursement Request. Reimbursement requests are to be in writing and presented to the CRA by the Grantee only after payment has been made by Grantee for labor and materials as set forth in the Scope of Work. Without limiting the foregoing, reimbursement requests shall be made not more often than monthly and only after approximately twenty five percent (25%), fifty percent (50%), seventy five percent (75%) and one hundred percent (100%) of the Scope of Work has been completed with such percentages based upon expenditure of overall Project costs. The CRA shall have the right to inspect and verify payment for all labor and materials prior to release of each reimbursement. By submitting a reimbursement request to the CRA, the Grantee shall be deemed to acknowledge and agree, and represent to the CRA, that (a) the work has progressed to the point indicated, (ii) the quality of the work is in accordance with the plans and specifications, and (iii) all monies previously paid by the CRA to the Grantee have been disbursed to the appropriate architect, contractors, consultants, subconsultants, subcontractors, materialmen, vendors and miscellaneous suppliers based upon the prior reimbursement request.

5.2 Expenditure Report Required. As part of each reimbursement request, Grantee shall submit to the CRA, for its review and approval, a detailed expenditure report with all invoices and proof of payment as well as any other information and documentation reasonably requested by the CRA. No request for reimbursement shall be processed without an expenditure report and the CRA reserves the right to withhold all or any portion of the Grant if required and/or requested documentation is not submitted or is in a form and substance not acceptable to the CRA. The payment of any reimbursement request by the CRA shall not be construed that the work or any portion hereof complies with (a) the Scope of Work, the contract documents, and plans and specifications and/or (b) applicable law including the Florida Building Code, it being acknowledged and agreed by the Grantee that it is the Grantee's sole responsibility to ensure the work complies with (a) and (b) above.

Section 6. Maintenance; Alterations.

6.1 Maintenance. Following completion of the Project and for a period of five (5) years thereafter, the Grantee, at its sole cost and expense shall be responsible for and perform all repairs and maintenance, and replacements relative to the Scope of Work. The foregoing shall expressly include the repair and replacement of any personal property. Maintenance, repairs and replacements shall be in quality and class comparable to the original construction, to preserve the Project in good working order and condition, reasonable wear and tear excepted.

6.2 Alterations. Following completion of the Project and for a period of five (5) years thereafter, the Grantee shall not, perform or caused to be performed any alterations to the Project including, without limitation, minor or cosmetic alterations, exterior alterations and nonstructural or structural alterations without the prior written consent of the CRA in each instance.

Section 7. Leasing Requirements. If the Property is a rental property, upon completion of Project, at least fifty percent (50%) of the "leaseable" commercial space in the building must have leasing commitments for at least one (1) year. If leasing requirements are not met at the time of final inspection, the Grantee will be given one hundred eighty (180) days to submit a one (1) year lease agreement to the CRA for at least fifty percent (50%) of the "leaseable" commercial space in the building. If leasing requirements are not met after the extension, notwithstanding anything in this Agreement to the contrary, all funding or grant disbursements shall immediately terminate and the Grantee agrees to immediately pay to the CRA one hundred percent (100%) of the Grant received through the Program.

Section 8. Relationship of the Parties. The parties agree that this Agreement recognizes the autonomy of and does not imply any affiliation between the contracting parties. It is expressly understood and intended that the Grantee, its agents and employees, are not agents or employees of the CRA, but are only recipients of funding support, and is not an agent or instrumentality of the CRA or entitled to any employment benefits by the CRA.

Section 9. Assignment. This Agreement and participation in the Program are not transferable to new property owners or lessees. New property owners or lessees must re-apply to participate in the Program and are subject to the "Past Program Participation" restrictions set forth in the Program Guidelines. If the Grantee is the owner of the Property and either (a) the Grantee sells, transfers, conveys or otherwise alienates the Property, in whole or in part or (b) there is a change of forty nine percent (49%) or more of the ownership or control of the Grantee (either through a single transaction or the aggregate of multiple transactions) during the term of this Agreement or during the five (5) year period following completion of the Project, all funding or Grant disbursements shall immediately terminate and the Grantee agrees to immediately pay to the CRA one hundred percent (100%) of the Grant received through the Program. If the Grantee is the lessee of the Property and either (a) the Grantee sells, transfers, conveys or otherwise assigns its interest in the lease, in whole or in part, (b) there is a change of forty nine percent (49%) or more of the ownership or control of the Grantee (either through a single transaction or the aggregate of multiple transactions), or (c) the lease is terminated for any reason whatsoever during the term of this Agreement or during the five (5) year period following completion of the Project, all funding or

grant disbursements shall immediately terminate and the Grantee agrees to immediately pay to the CRA one hundred percent (100%) of the Grant received through the Program.

Section 10. **Lessee Requirements.** If Grantee is the lessee of the Property, the provisions of this Section 10 shall apply. Grantee hereby represents and warrants to the CRA that (a) the landlord has consented in writing to (i) the Grantee receiving the Grant, (ii) the improvements to the Property pursuant to the Scope of Work, and (iii) the filing and recording of a UCC-1 Financing Statement with the Florida Secured Transactions Registry and in the Public Records of Miami-Dade County, respectively, perfecting the CRA's security interest in the Project improvements and (b) the remaining term of the lease extends to a date which is at least three (3) years after the Funding Termination Date. Simultaneously upon execution of this Agreement, the Grantee shall provide the CRA with written confirmation of the foregoing signed by the landlord, which confirmation shall be in a form and substance as provided by the CRA. In furtherance of subsection (iii) above, Grantee hereby grants the CRA a security interest in the Project improvements as security for Grantee's obligations to the CRA under this Agreement arising now or in the future.

Section 11. **Records, Reports, Audits, Monitoring and Review.**

11.1 The Grantee shall maintain complete and accurate books, records and accounts of all costs and expenses incurred in connection with the Project. Upon the request of the CRA, all such books and records of the Grantee which relate to the Project shall be available for inspection and audit by the CRA or any of its authorized representatives at all reasonable times during normal business hours. The CRA shall be entitled to make such copies of the books and records as the CRA deems appropriate.

11.2 The Grantee's books and records shall be maintained or caused to be maintained in accordance with generally accepted accounting principles in a consistent manner, together with the pertinent documentation and data to provide reasonable audit trails for a period of six (6) years following the Funding Termination Date. The foregoing obligation shall expressly survive the expiration or earlier termination of this Agreement.

Section 12. **Breach of Agreement; Remedies.**

12.1 Breach. A breach by the Grantee under this Agreement shall have occurred if: (a) the Grantee fails to complete the Project as set forth in this Agreement; (b) the Grantee ineffectively or improperly uses the Grant allocated under this Agreement; (c) the Grantee does not receive all permits and/or governmental approvals for the Project as required by applicable law; (d) the Grantee fails to submit a detailed expenditure report as required by this Agreement or submits incorrect or incomplete proof of expenditures to support reimbursement requests; (e) the Grantee refuses to allow the CRA access to records or refuses to allow the CRA to monitor, evaluate and review the Grantee's Project; (f) a transfer or assignment occurs within three (3) years following completion of the Project as set forth in Section 9 above, (g) the Grantee makes or allows to be made any changes, alterations, or modifications to the completed Project without the prior written consent of the CRA, (h) the Grantee discriminates in violation of any Federal, State or local law; (i) the Grantee attempts to meet its obligations under this Agreement through fraud, misrepresentation or material misstatement; (j) the Grantee fails to obtain final certificates of occupancy or completion, as

applicable, for the Project; (k) the Grantee fails to perform or improperly performs any of its obligations set forth in this Agreement; (l) Grantee defaults in its obligations under any other agreements entered into between the CRA and Grantee; (m) an event of default occurs with respect to any loan secured by the Property and/or (n) Grantee fails to operate its business from the Property.

12.2 Remedies. Immediately upon the breach of this Agreement by Grantee as set forth in Section 12.1 above, in addition to all rights and remedies available at law or in equity, the CRA may terminate this Agreement by giving written notice to the Grantee of such termination and by specifying the termination date at least five (5) days before the effective date of termination. In the event of termination, the City may also (a) seek reimbursement of the Grant or any portion thereof paid to the Grantee under this Agreement; or (b) terminate or cancel any other agreements entered into between the CRA and the Grantee. The Grantee shall be responsible for all direct and indirect costs associated with such termination including, but not limited to, attorneys' fees and costs at both the trial and appellate levels and also incurred in enforcing this attorneys' fees provision.

12.3 No Waiver. No express or implied consent or waiver by the CRA to or of any breach or default by the Grantee in the performance or non-performance by the Grantee of its obligations under this Agreement will be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by the Grantee of the same or any other obligations of such other Party hereunder. Failure by the CRA to complain of any act or failure to act of the Grantee or to declare the Grantee in default, irrespective of how long such failure continues will not constitute a waiver by the CRA of its rights hereunder. The giving of consent by the CRA in any one instance will not limit or waive the necessity to obtain the CRA's consent in any future instance.

12.4 Security Interest. In order to secure Grantee's obligations to reimburse and/or repay the Grant as required by this Agreement, Grantee hereby pledges, grants and conveys and assigns to the CRA a continuing lien and security interest upon the Collateral (as defined below). Grantee represents and warrants to the CRA that, upon the filing and recording of UCC financing statements with the Florida Secured Transactions Registry and Miami-Dade County, respectively, the lien granted pursuant to this Agreement will constitute a valid, perfected lien on the Collateral, enforceable as such against all creditors of Grantor and second in priority only to any institutional lenders identified in writing by Grantee to CRA at the time of execution of this Agreement. Upon satisfaction in full of Grantee's obligations hereunder including, but not limited to the maintenance requirements in Section 6 above, CRA's security interest under this Agreement shall terminate and CRA shall execute and deliver to the Grantee a UCC-3 termination statement or similar documents and agreements to terminate all of CRA's security interest rights under this Agreement. For purposes of this Agreement, "Collateral shall mean: All furnishings, fixtures, equipment and other personal property of Grantee, or in which Grantee has any interest, whether now owned or hereafter acquired or created, wherever located, including (but not limited to), all Goods, Equipment, Inventory, Accounts, Deposit Accounts, Fixtures, General Intangibles, Goods, Documents, Documents of Title, Instruments, Contract Rights, Chattel Papers, and all books and records relating to any of the foregoing together with all additions, accessions, substitutions, changes, renewals and replacements of all or any of the foregoing in part or in whole, and all Proceeds and Products of the foregoing, and all other

personal property of Grantee now owned or hereinafter acquired and wherever located. All capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Florida Revised Uniform Commercial Code – Secured Transaction, Chapter 679, Florida Statutes (2010) or as incorporated therein by reference therein.

Section 13. **Indemnification by Grantee.** The Grantee hereby covenants and agrees to indemnify and hold harmless the CRA and the Related Parties from and against all liability, losses or damages, including attorneys' fees and costs, at both the trial and appellate levels, which the CRA and the Related Parties may suffer as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance or non-performance of this Agreement by the Grantee or its employees, agents, servants, partners, principals or subcontractors. The Grantee shall pay all claims and losses and shall investigate and defend (with legal counsel acceptable to CRA) all claims, suits or actions of any kind or nature in the name of the CRA, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees and costs which may issue. The Grantee expressly understands and agrees that any insurance required by this Agreement or otherwise provided by the Grantee shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CRA and the Related Parties. Nothing contained in this Agreement shall be construed to affect the CRA's right of sovereign immunity as provided in Chapter 768, Florida Statutes. Additionally, the CRA does not waive sovereign immunity, and no claim or award against the CRA shall include attorney's fees, investigative costs or pre-judgment interest.

Section 14. **Notices.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, or by nationally recognized overnight delivery service, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. Notice may also be sent by electronic means (facsimile or email) provided such is followed by a hard copy of such notice provided in the manner set forth above. Notice is deemed given when received. For the present, Grantee and the CRA designate the following as the respective places for giving such notice:

CRA: Arthur H. Sorey, III, Interim Executive Director
North Miami Community Redevelopment Agency
776 N.E. 125th Street
North Miami, Florida 33161
Telephone No. (305) 899-0272
Facsimile No. (305) 899-9376

Copy to: Steven W. Zelkowitz, Esq., CRA Attorney
Gray Robinson, P.A.
333 S.E. 2nd Avenue, Suite 3200
Miami, Florida 33131
Telephone No. (305) 416-6880
Facsimile No. (305) 416-6887

Grantee: 20 Northeast, LLC
54 N.W. 106th Street
Miami Shores, Florida 33138
Attn: Miryam S. Rojas, Manager
Telephone No. (___) _____
Facsimile No. (___) _____

Section 15. Inspections. At any time during normal business hours, the CRA or any of its agents, shall have the right to enter the Property, to examine the same for purpose of ensuring Grantor's compliance with the terms and provisions of this Agreement.

Section 16. Limitation of Liability. The CRA desires to enter into this Agreement only if in so doing the CRA can place a limit on its liability for any cause of action for money damages arising out of this Agreement, so that its liability never exceeds the sum of $100.00. Grantee expresses its willingness to enter into this Agreement with recovery from the CRA for any action or claim arising from this Agreement to be limited to the sum of $100.00. Accordingly, and notwithstanding any other term or condition of this Agreement, Grantee agrees that CRA shall not be liable to Grantee for damages or for any action or claim arising out of this Agreement in an amount in excess of the sum of $100.00. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon the CRA's liability as set forth in Chapter 768, Florida Statutes. Additionally, the CRA does not waive sovereign immunity, and no claim or award against the CRA shall include attorney's fees, investigative costs or pre-judgment interest.

Section 17. Miscellaneous.

17.1 Publicity. It is understood and agreed between the Parties that this Grantee is receiving funds by the CRA. Further, by the acceptance of these funds, the Grantee agrees that activities funded by this Agreement shall recognize the CRA as a funding source. The Grantee shall ensure that any publicity, public relations, advertisements and signs recognize the CRA for the support of all contracted activities. Grantee shall permit, or cause the landlord to permit, as applicable, a sign to be placed upon the Property by the CRA relative to this Agreement.

17.2 Compliance with Laws. The Grantee agrees to comply with all applicable federal, state, county and city laws, rules and regulations. Without limiting the foregoing, Grantee agrees to comply with all legal requirements relative to any agreements between the City and the Grantee relative to the Project including, but not limited to, any Community Development Block Grant requirements such as payment of wages in accordance with the Davis-Bacon Act.

17.3 Modifications. Any amendments, variations, modifications, extensions or waivers of provisions of this Agreement including, but not limited to, amount payable and effective term shall only be valid if in writing, duly approved by the CRA Board and signed by both parties.

17.4 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of

the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

17.5 Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

17.6 Exhibits. Each Exhibit referred to in this Agreement should be treated as part of this Agreement, and are incorporated herein by reference.

17.7 Extent of Agreement. This Agreement represents the entire and integrated agreement between the CRA and the Grantee and supersedes all prior negotiations, representations or agreements, either written or oral.

17.8 Third Party Beneficiaries. Neither of the parties intend to directly or substantially benefit any third party by this Agreement. Therefore, the Parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

17.9 Construction. Both parties have substantially contributed to the drafting and negotiation of this Agreement and this Agreement shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

17.10 Governing Law. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida.

17.11 Invalidity. If any term or provision of this Agreement, or the application thereof to any person or circumstance is determined to be invalid or unenforceable, then to the extent that the invalidity or unenforceability thereof does not deprive a party of a material benefit afforded by this Agreement, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected thereby, and each term and provision of this Agreement will be valid and will be enforced to the full extent permitted by law.

17.12 Survival. All terms and provisions of this Agreement shall survive the Funding Termination Date and the termination of this Agreement, as applicable, as necessary in order for the parties to enforce their rights hereunder.

17.13 Recording. Grantee agrees that the CRA may record a Memorandum of this Agreement in the Public Records of Miami-Dade County at Grantee's expense. The form of Memorandum shall be prescribed by the CRA and the Grantee shall execute such Memorandum simultaneously with this Agreement. The rights and interests created herein, are intended to and shall run with the land, and shall be binding upon, inuring to the benefit of, and enforceable against the parties hereto and their respective successors and assigns.

17.14 Joint and Several Obligations. If the Grantee consists of more than one party, the obligations and liabilities of Grantee as set forth in and arising from this Agreement including

the indemnity set forth in Section 13 above shall be joint and several obligations and liabilities of the parties comprising Grantee for all intents and purposes.

17.15 JURISDICTION; VENUE AND WAIVER OF JURY TRIAL. EACH OF THE PARTIES IRREVOCABLY AND UNCONDITIONALLY (A) AGREES THAT ANY SUIT, ACTION OR OTHER LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE BROUGHT IN THE FEDERAL OR STATE COURT SITUATED IN MIAMI-DADE COUNTY, FLORIDA; (B) CONSENTS TO THE JURISDICTION OF EACH SUCH COURT IN ANY SUCH SUIT, ACTION OR PROCEEDING; AND (C) WAIVES ANY OBJECTION WHICH IT MAY HAVE TO THE LAYING OF VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING IN ANY OF SUCH COURTS. EACH PARTY WAIVES ALL RIGHTS TO ANY TRIAL BY JURY IN ALL LITIGATION RELATING TO OR ARISING OUT OF THIS AGREEMENT.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective and duly authorized officers the day and year first above written.

GRANTEE:

20 NORTHEAST, LLC
a Florida limited liability company

By:_____
Miryam S. Rojas
Manager

CRA:

NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic

By:_____
Dr. Smith Joseph
Chairman

By:_____
Arthur H. Sorey, III
Interim Executive Director

Attest:

By:_____
Michael A. Etienne, Esq., City Clerk

Approved as to form and legal sufficiency:

By:_____
Gray Robinson, P.A., CRA Attorney

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

The foregoing was acknowledged before me this ____ day of February 2016, by Miryam S. Rojas, as Manager of 20 Northeast, LLC, a Florida limited liability company, who (check one) [ ] is personally known to me or [ ] has produced a Florida driver's license as identification.

_____
Notary Public
My Commission Expires: Print Name:_____

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

The foregoing was acknowledged before me this ___ day of February 2016, by Dr. Smith Joseph, as Chairman 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.

_____
Notary Public
My Commission Expires: Print Name:_____

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

The foregoing was acknowledged before me this 17th day of February 2016, 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.

Andrea A. McDonald
Notary Public
My Commission Ex Print Name: ANDREA A. McDONALD

ANDREA A. MCDONALD
MY COMMISSION EXPIRES
May 5, 2019
#FF 212544
Bonded thru
Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA