

**FIRST AMENDMENT TO
COMMERCIAL REHABILITATION GRANT AGREEMENT**

THIS FIRST AMENDMENT TO COMMERCIAL REHABILITATION GRANT AGREEMENT (the "First Amendment") is made and entered into as of February 14, 2012 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 **MOCA CAFE NORTH MIAMI CORP.**, a Florida corporation, f/k/a Moca Cafe North Miami, Inc. (the "Grantee") having an address at 738 N.E. 125th Street, North Miami, Florida 33161.

RECITALS

1. CRA and Grantee previously entered into that certain Commercial Rehabilitation Grant Agreement dated February 24, 2011 (the "Grant Agreement").

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.** The CRA has approved an increase to the Grant in the amount of TWENTY FIVE THOUSAND AND 00/100 DOLLARS (\$25,000.00). Based upon the aforesaid approved increase, the amount of the Grant is a total of ONE HUNDRED SEVENTY THOUSAND AND 00/100 DOLLARS (\$170,000.00). All references in the Grant Agreement to the Grant shall mean and refer to the increased amount of ONE HUNDRED SEVENTY THOUSAND AND 00/100 DOLLARS (\$170,000.00).

2. **Scope of Work.** The Scope of Work is hereby amended as set forth on Exhibit "A" 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 attached hereto as Exhibit "A". The approved increase to the Grant of TWENTY FIVE THOUSAND AND 00/100 DOLLARS (\$25,000.00) shall be used to reimburse the Grantee for items in the Scope of Work attached hereto as Exhibit "A".

3. **Conflict; Defined Terms; Ratification; Counterparts.**

3.1 **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.

3.2 **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.

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

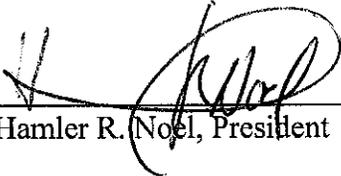
IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed by their respective and duly authorized officers the day and year first above written.

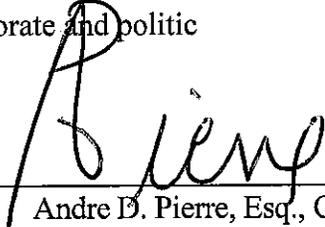
GRANTEE:

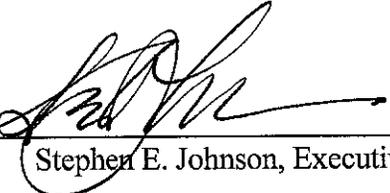
CRA:

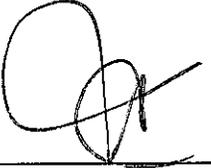
MOCA CAFE NORTH MIAMI CORP.,
a Florida corporation
f/k/a Moca Cafe North Miami, Inc.

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

By: 
Hamler R. Noel, President

By: 
Andre D. Pierre, Esq., Chairman

By: 
Stephen E. Johnson, Executive Director

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

Approved as to form and legal sufficiency:

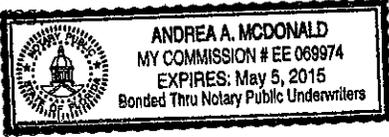
By: 
Gray Robinson, P.A., CRA Attorney

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

The foregoing was acknowledged before me this 15th day of March 2012, by Hamler R. Noel, as President, of Moca Cafe North Miami Corp., a Florida corporation, f/k/a Moca Cafe North Miami, Inc., who (check one) [] are personally known to me or [x] have produced a Florida drivers license as identification.

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

My Commission Expires:

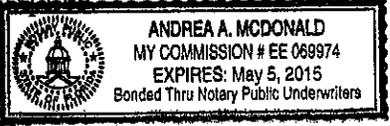


STATE OF FLORIDA)
SS:
COUNTY OF MIAMI-DADE)

The foregoing was acknowledged before me this 19th day of March 2012, by Andre D. Pierre, Esq., as Chairman of the North Miami Community Redevelopment Agency, who (check one) [] is personally known to me or [] has produced a Florida drivers license as identification.

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

My Commission Expires:

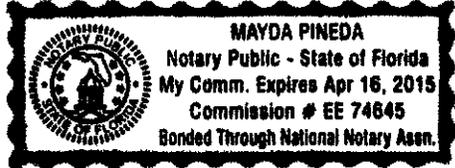


STATE OF FLORIDA)
SS:
COUNTY OF MIAMI-DADE)

The foregoing was acknowledged before me this 13 day of March 2012, by Stephen E. Johnson, as Executive Director of the North Miami Community Redevelopment Agency, who (check one) [x] is personally known to me or [] has produced a Florida drivers license as identification.

Mayda Pineda
Notary Public
Print Name: MAYDA Pineda

My Commission Expires:

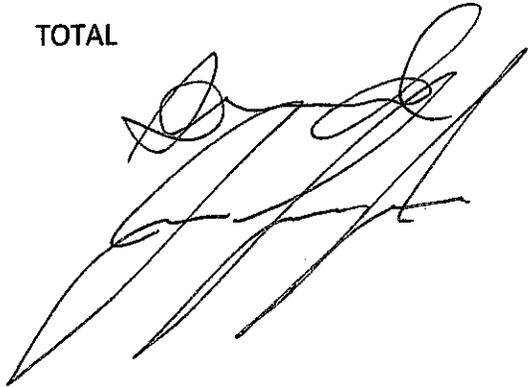


**MOCA CAFÉ NORTH MIAMI
APPROXIMATE COMPLETED CURRENT CHANGE ORDER LIST
AS OF MARCH 1, 2012**

1	Grease Traps required by code	500
2	Metal beams fireproofing as required by Miami-Dade Fire	3,500
3	Provide fire proof wall on East Side	7,300
5	Installation of concrete framing for entrance on South Side	3,200
7	Additional charge for management due to additional construction time	18,869
8	Additional ceiling lighting	1,500
11	Additional electrical required by code	7,500
12	Installation of 6 inch connection pipe for sprinklers	8,450

TOTAL

50,819

A large, stylized handwritten signature in black ink, located below the 'TOTAL' text and to the left of the total amount.