

SECOND AMENDMENT TO REHABILITATION GRANT AGREEMENT

THIS SECOND AMENDMENT TO REHABILITATION GRANT AGREEMENT (the “Second Amendment”) is made and entered into as of November 13, 2018, 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 **CHOQUETTES LLC**, a Florida limited liability company, d/b/a CAFÉ CRÈME (the “Grantee”), having an address at 750 N.E. 125th Street, Miami, Florida 33161.

RECITALS

1. CRA and Grantee previously entered into that certain Rehabilitation Grant Agreement dated August 7, 2015; which Rehabilitation Grant Agreement was amended by that certain First Amendment to Grant Agreement dated March 16, 2017 (collectively, 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, the CRA and the Grantee hereby agree as follows:

1. **General.** Grantee previously received the Grant and completed the Project. The completed Project has been beneficial to the image of the City and the CRA since completion in 2016. The ongoing renovation of the Moca Plaza adjacent to the Project negatively impacted the Grantee’s business with construction debris and dust affecting the majority of the outdoor seating. The outdoor seating was subsequently closed to permit contractors to replace the pavers and drainage, essentially shutting down the Grantee’s business. Additionally, the current job retention requirements of Section 7 of the Grant Agreement cannot be met as the Grantee is unable to continue normal operations. The purpose of this Second Amendment is to (a) increase the Grant to provide the Grantee with compensation for lost revenue resulting from the closure of their business and (b) to reduce the job creation and retention obligations.

2. **Grant Amount.** The CRA has approved an increase to the Grant in the amount of SIXTY THOUSAND AND 00/100 DOLLARS (\$60,000.00). Based upon the aforesaid approved increase by the CRA Board, which included a waiver of the Program Guidelines as to the maximum Grant amount awarded, the amount of the Grant is a total of THREE HUNDRED EIGHTY THOUSAND AND 00/100 DOLLARS (\$380,000.00). All references in the Grant Agreement to the Grant shall mean and refer to the increased amount of THREE HUNDRED EIGHTY THOUSAND AND 00/100 DOLLARS (\$380,000.00).

3. **Job Creation and Retention; Job Verification.** Line 2 of Section 7.1 of the Grant Agreement is hereby amended by deleting “thirty (30)” and inserting “ten (10)” in its place. The reduced job creation and retention requirement shall only be effective commencing as of the date of this Second Amendment and shall remain in effect until the date that is five (5) years following

Final Completion. All other terms and conditions of Section 7 shall remain in full force and effect, and are hereby ratified

4. Conflict; Defined Terms; Ratification; Counterparts.

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

4.2 Ratification. Except as set forth in this Second 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.

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

[REST OF PAGE LEFT INTENTIONALLY BLANK]

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

GRANTEE:

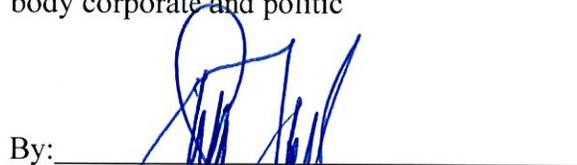
CRA:

CHOQUETTES LLC,
a Florida limited liability company
d/b/a Café Crème

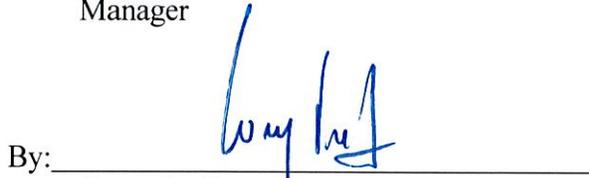
NORTH MIAMI COMMUNITY
REDEVELOPMENT AGENCY, a public
body corporate and politic

By: 

Claude A. Postel
Manager

By: 

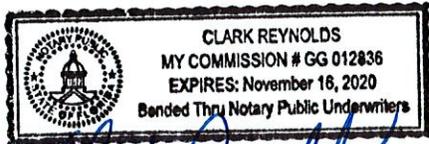
Dr. Smith Joseph
Chairman

By: 

Corentin Finot
Manager

By: 

Larry M. Spring, Jr.
Executive Director



Clark Reynolds
personally known to
me.

Attest:


Michael A. Etienne, Esq.
City Clerk

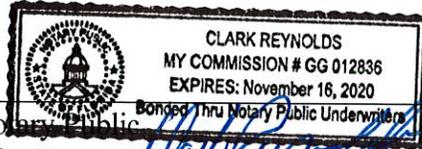
Approved as to form and legal sufficiency:

By: 

Fox Rothschild LLP
CRA Attorney

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

The foregoing was acknowledged before me this 14 day of November 2018, by Claude A. Postel, as Manager of Choquettes LLC, a Florida limited liability company, d/b/a Café Crème, on behalf of the company, who (check one) are personally known to me or [] have produced a Florida driver's license as identification.



My Commission Expires: 11-16-2020

Notary Public [Signature]
Print Name: CLARK REYNOLDS

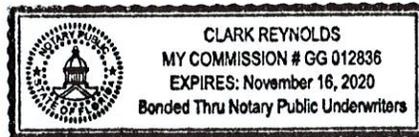
STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

The foregoing was acknowledged before me this 14 day of November 2018, by Corentin Finot, as Manager of Choquettes LLC, a Florida limited liability company, d/b/a Café Crème, on behalf of the company, who (check one) are personally known to me or [] have produced a Florida drivers license as identification.

[Signature]

My Commission Expires: 11-16-20

Notary Public [Signature]
Print Name: CLARK REYNOLDS

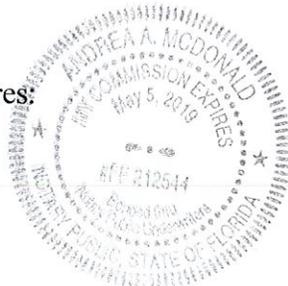


STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

The foregoing was acknowledged before me this 20th day of November 2018, 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.

[Signature]

My Commission Expires:



Notary Public [Signature]
Print Name: ANDREA A. McDONALD

