

This instrument was prepared by ~~on behalf of the undersigned and recorded on January 4, 2021, and filed in the Office of the Clerk of the Circuit Court of Miami-Dade County, Florida, at the time and place indicated below.~~ and after recording return to:

Steven W. Zelkowitz, Esq.
Fox Rothschild, LLP
One Biscayne Tower
2 S. Biscayne Boulevard
Miami, FL 33131

Parcel Identification Numbers:

06-2230-006-0420
06-2230-006-0430

MEMORANDUM OF GRANT AGREEMENT

THIS MEMORANDUM OF GRANT AGREEMENT (the "Memorandum") is made and entered into as of January 4, 2021, by and between the **NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY**, a public body corporate and politic (the "CRA") having an address at 12330 N.E. 8th Avenue, North Miami, Florida 33161 and **PARADIS SOCIAL CLUB LLC**, d/b/a Paradis Books & Bread, a Florida limited liability company ("Grantee") and **ESPER LENOX LOUISE, LLC**, a Florida limited liability company (the "Owner") both having an address at 12831 West Dixie Highway, North Miami, Florida 33161.

R E C I T A L S

1. CRA and Grantee have entered into that certain Grant Agreement of even date herewith (the "Grant Agreement") pursuant to which the CRA provided a Business Attraction & Expansion Grant to the Grantee for the purpose of, among other things, providing financial assistance for complete interior and exterior renovations at the real property owned by Owner, as more particularly described on Exhibit "A" attached hereto with an address of 12831 West Dixie Highway, North Miami, Florida 33161.

2. Owner and Grantee are affiliates.

3. CRA, Owner and Grantee desire to place all persons upon notice of existence of the Grant Agreement.

NOW, THEREFORE, for in consideration of the sum of Ten and No/Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by CRA and Grantee, the parties agree as follows:

1. Recitals. The above stated recitals are true and correct and are incorporated herein by reference. All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Grant Agreement.

2. Purpose. This Memorandum is filed of record in Official Records of Miami-Dade County, Florida to give constructive notice to all parties of the existence of the Grant Agreement

which Grant Agreement contains certain reimbursement and repayment obligations of the Grantee in certain circumstances including, but not limited to, the repayment of the Grant in full to the CRA if the Owner, sells, transfers, conveys, or otherwise alienates the Property, in whole or in part, during the term of the Grant Agreement or during the five (5) year period following completion of the Project. Owner has guaranteed the payment and performance of Grantee's obligations under the Grant Agreement.

3. Termination. This Memorandum shall remain in effect until the recording of a written instrument terminating or releasing this Memorandum executed by the CRA. Provided that the Grantee and/or Owner has not breached and failed to cure such breach, is currently in breach or there are circumstances then existing that with the giving of notice and passage of time would constitute a breach of the Grant Agreement as set forth therein, the CRA shall execute and record a written instrument terminating and releasing this Memorandum on the date that is five (5) years following completion of the Project. Upon any termination of this Memorandum, no person shall be charged with any notice of the provisions hereof.

[THE REST OF THIS PAGE LEFT INTENTIONALLY BLANK]

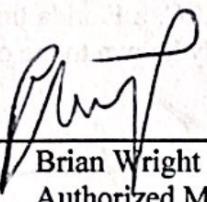
2000-01-02

IN WITNESS WHEREOF, the parties have caused this Memorandum to be duly executed as of the date and year first above written.

GRANTEE:

PARADIS SOCIAL CLUB LLC,
d/b/a Paradis Books & Bread,
a Florida limited liability company

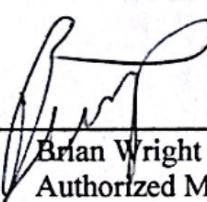
By:


Brian Wright
Authorized Member

OWNER:

ESPER LENOX LOUISE LLC,
a Florida limited liability company

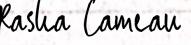
By:


Brian Wright
Authorized Member

CRA:

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

DocuSigned by:

By: 
Rasha Cameau
Executive Director

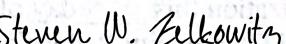
Attest:

DocuSigned by:

By: 
Vanessa Joseph, Esq.
CRA Secretary

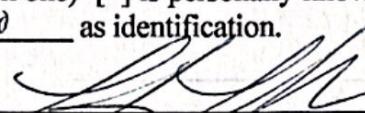
Approved as to form and legal sufficiency:

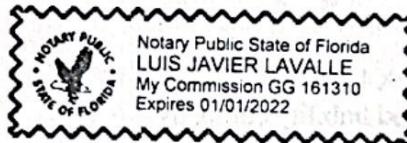
DocuSigned by:

By: 
Steven N. Zalkowitz
Fox Rothschild LLP
CRA Attorney

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

The foregoing was acknowledged before me by means of (check one) physical presence or [] online notarization this 02nd day of January, 2021, by Brian Wright, as Authorized Member of Paradis Social Club LLC, d/b/a Paradis Books & Bread, a Florida limited liability company, on behalf of the company, and as Authorized Member of Esper Lenox Louise LLC, a Florida limited liability company, on behalf of the company who (check one) [] is personally known to me or [] has produced a FL DL # W623-665-92-760-0 as identification.


Notary Public
Print Name: Luis Javier Lavalle



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

The foregoing was acknowledged before me by means of (check one) [] physical presence or [] online notarization this ____ day of January, 2021 by Rasha Cameau, as 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:

Notary Public
Print Name: _____

EXHIBIT "A"

Legal Description of the Property

LOTS 8 AND 9, BLOCK 14, IRONS MANOR, ACCORDING TO THE PLAT THEREOF AS
RECORDED IN PLAT BOOK 22, PAGE 38 OF THE PUBLIC RECORDS OF MIAMI-DADE
COUNTY, FLORIDA