

This instrument was prepared by
and after recording return to:

Steven W. Zerkowitz, 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.

RECITALS

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.

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RECEIPTS

1. CRA and Grantee have entered into the Grant Agreement of even date herewith (the "Grant Agreement") pursuant to which the CRA provided a Business Allotment Extension Grant to the Grantee for the purpose of, among other things, providing financial assistance for complete interior and exterior renovation of the real property owned by Grantee, as in the grant which described on Exhibit "A" attached hereto, with an amount of \$123,111 West Davis Highway, North Miami Beach, Florida 33161.

2. Owner and Grantee are all:

CRA, Owner and Grantee agree to place all persons from notice of existing in the CRA's name.

NOW, THEREFORE, for a consideration of the sum of Ten and No/100 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:

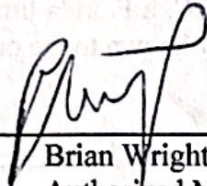
1. **Parties.** The above stated parties are the real, correct and the incorporated parties to this agreement. All capital and terms not otherwise defined herein shall have the meaning ascribed to such terms in the Grant Agreement.

2. **Project.** The CRA's obligation is that of record in the CRA's records of Exhibit "B" attached hereto to give constructive notice to all parties of the existence of the Grant Agreement.

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

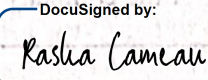
GRANTEE:

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

By: 
Brian Wright
Authorized Member

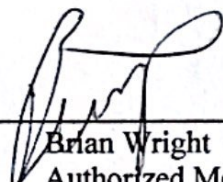
CRA:

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


DocuSigned by:
By: 
ACDC2904E0F4447...
Rasha Cameau
Executive Director

OWNER:

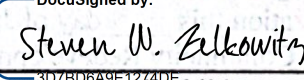
ESPER LENOX LOUISE LLC,
a Florida limited liability company

By: 
Brian Wright
Authorized Member

Attest:

DocuSigned by:
By: 
BB47A3B4B262492...
Vanessa Joseph, Esq.
CRA Secretary

Approved as to form and legal sufficiency:

DocuSigned by:
By: 
307BD6A9E1274DE...
Fox Rothschild LLP
CRA Attorney

STATE OF FLORIDA)

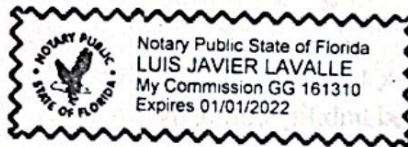
SS:

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 # W623-065-92-260-0 as identification.

My Commission Expires: 01/01/2022

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**