

## NMCRA COMMERCIAL GRANTS PROGRAM

### BEAUTIFICATION AND ENHANCEMENT GRANT AGREEMENT

THIS GRANT AGREEMENT (the "Agreement") is made and entered into as of March \_\_\_, 2022, by and between the **NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY**, a public body corporate and politic (the "CRA"), having an address at 735 N.E. 125 Street, Suite 100, North Miami, Florida 33161, and **EVIO GROUP LLC d/b/a EVIO'S PIZZA AND GRILL**, a Florida limited liability company (the "Grantee"), having an address at 1504 N.E. 128<sup>th</sup> Street, North Miami, Florida 33161.

#### R E C I T A L S

1. The Beautification and Enhancement Grant Program (the "Program") facilitates improvements to business and residential structures in the CRA's Community Redevelopment Area by providing financial assistance for, among other things, 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 the total cost of interior and/or exterior improvements to the owners or lessees of eligible commercial buildings in an amount up to Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) per building on a reimbursement basis and does not require any match.

3. Grantee is the tenant 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 12600 Biscayne Boulevard, North Miami, Florida 33161, and Grantee has applied to the CRA for a Beautification and Enhancement Grant for the purpose of, among other things, exterior lighting, signage, artificial turf and landscaping.

4. The CRA has approved an award to Grantee of a Beautification and Enhancement Grant in the amount of Twenty-Two Thousand Six Hundred Twenty-Five and 50/100 Dollars (\$22,625.50) (the "Grant") for renovations on the Property 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").

5. 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 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.** Grantee agrees to use the Grant solely for the reimbursement of costs and expenses paid by Grantee for the performance of the Scope of Work subject to and in accordance with this Agreement and the Program Guidelines. 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. 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. 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. 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. 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. Grantee waives any and all claims against the CRA for any reduction or unavailability of funding. 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 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 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, 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 Grantee have been disbursed to the appropriate architect, contractors, consultants, subconsultants, subcontractors, materialmen, vendors, and miscellaneous suppliers based upon the prior reimbursement request. Notwithstanding the foregoing, the CRA may directly pay Grantee's vendors provided that the CRA is provided with all documents required by Chapter 713, Florida Statutes, and the applicable contractor agreement(s) including partial and final waivers of lien, as well as a release by Grantee, all in a form and substance acceptable to the CRA. Notwithstanding anything in this Agreement to the contrary, the CRA, in its sole discretion, shall withhold and retain a minimum of twenty percent (20%) of the Grant as the final reimbursement, which final reimbursement amount will be withheld until Grantee provides the CRA with written documentation, in a form and substance acceptable to the CRA in all respects, certifying that the Project (i) is completed, (ii) all inspections have been passed and finalized, (iii) all permits have been closed and (iv) a Certificate of Occupancy has been issued. The foregoing is in addition to the expenditure report required by Section 5.2 below.

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 Grantee that it is Grantee's sole responsibility to ensure the work complies with (a) and (b) above.

## **Section 6.     Maintenance; Alterations.**

6.1     Maintenance. Following Final Completion of the Project and for a period of five (5) years thereafter, Grantee, at its sole cost and expense shall be responsible for and perform all exterior and interior repairs and maintenance, and replacements relative to the Scope of Work. 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, Grantee shall not, perform or caused to be performed any alterations to the Project including, without limitation, exterior or interior alterations and nonstructural or structural alterations without the prior written consent of the CRA in each instance; provided, however, Grantee may make minor or cosmetic alterations without the consent of the CRA.

**Section 7.     Occupation Requirements.** Grantee is required to open for business within thirty (30) days from completion of the Project. Proof of an operational business shall be in the form of City licenses (i.e., certificate of use and business tax receipt). If occupation requirements are not met, notwithstanding anything in this Agreement to the contrary, all funding or Grant disbursements shall immediately terminate and 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 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 Grantee is the owner of the Property and either (a) 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 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 Grantee agrees to immediately pay to the CRA one hundred percent (100%) of the Grant received through the Program. If Grantee is the lessee of the Property and either (a) 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 Grantee (either through a single transaction or the aggregate of multiple transactions), and/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 Grantee agrees to immediately pay to the CRA one hundred percent (100%) of the Grant received through the Program.

**Section 10. Miami-Dade County Requirements.** Grantee acknowledges and agrees that the following provisions are required pursuant to that certain Interlocal Cooperation Agreement, as amended, by and among the County, the City and the CRA (the “ICA”). Grantee agrees that such provisions constitute material obligations on the part of Grantee and that Grantee shall comply with such provisions including cooperating with the County and its Office of the Inspector General to ensure and demonstrate compliance therewith.

10.1 Community Benefits Agreements. The ICA requires all entities or contractors contracting with or receiving grants from the CRA for new commercial and residential developments to be constructed within the CRA Redevelopment Area in an amount of \$200,000 or more, or such other amount as may be established by the Board of County Commissioners, to enter into a community benefits agreement with the CRA which will benefit primarily the residents of the CRA Redevelopment Area. To the extent allowed by law, a community benefits agreement shall include provisions for hiring the labor workforce for the project financed by the grant or agreement from residents of the CRA Redevelopment Area that are unemployed or underemployed. Depending on the worker or employee to be hired, the CRA is required to ensure that such entity or contractor complies with wage requirements, as applicable, established by the County’s Living Wage or Responsible Wage Ordinances, pursuant to Section 2-8.9 and 2-11.16, respectively, of the Code of Miami-Dade County, Florida (the “Code”) or pay higher wages and benefits, as are feasible. Grantee and the CRA acknowledge and agree that (a) this Agreement is intended to constitute the community benefits agreement and (b) Grantee is required to ensure compliance with wage requirements, as applicable, established by the County’s Living Wage or Responsible Wage Ordinances, pursuant to Code Section 2-8.9 and 2-11.16, respectively, or pay higher wages and benefits, as are feasible.

10.2 Recovery of Grant Funds. The ICA requires the CRA to include in its contracts or grant agreements a “clawback” provision that requires the CRA to “clawback” or rescind and recover funding from any entity or contractor to which it provides funding which does not substantially comply with the provisions of its agreement with the CRA by demanding repayment of such funds in writing, including recovery of penalties or liquidated damages, to the extent allowed by law, as well as attorney’s fees and interest, and pursuing collection or legal action, to the fullest extent allowable by law, if feasible. Grantee and the CRA acknowledge and agree that Section 12 of this Agreement is intended to constitute the clawback provisions required by the ICA.

**Section 11. Lease Requirements.**

11.1 Reference is made to that certain Lease Agreement May 1, 2009, between Goat Capital, LLC, as Landlord, and Grantee, as Tenant (the “Lease”). Grantee represents and warrants to the CRA that: (a) the Lease is a bona fide arm’s length Lease; (b) the Lease is in full force and effect; (c) the copy of the Lease provided to the CRA by Grantee is a true, complete, and correct copy thereof; (d) neither Grantee or Landlord is in default of its respective obligations thereunder; (e) there has been no sublease, license, concession, or other agreement, written or oral, with respect to the premises (as defined in the Lease) and (f) Grantee has not assigned, transferred, conveyed, mortgaged, hypothecated, deeded in trust, or encumbered the Lease, and shall not mortgage or otherwise hypothecate the Lease without the prior written consent of the CRA. In the event the Lease is terminated, assigned (in whole or in part) or there is a sublease of the premises (in whole or in part) during the term of this Agreement or during the five (5) year period following

five (5) year period following completion of the Project, such shall be considered a material default of this Agreement and all funding or Grant disbursements shall immediately terminate and Grantee agrees to immediately pay to the CRA one hundred percent (100%) of the Grant received through the Program. Grantee agrees to simultaneously provide the CRA with copies of any correspondence alleging a default by either party or both under the Lease, as well as any correspondence terminating the Lease.

11.2 Grantee further hereby represents and warrants to the CRA that (a) the Landlord has consented in writing to (i) 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 five (5) years after the Funding Termination Date. Simultaneously upon execution of this Agreement, 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 12. Records, Reports, Audits, Monitoring and Review; Progress Reports.**

12.1 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 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.

12.2 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 Final Completion. The foregoing obligation shall expressly survive the expiration or earlier termination of this Agreement.

## **Section 13. Breach of Agreement; Remedies.**

13.1 Breach. A breach by Grantee under this Agreement shall have occurred if: (a) Grantee fails to complete the Project as set forth in this Agreement; (b) Grantee ineffectively or improperly uses the Grant allocated under this Agreement; (c) Grantee does not receive all permits and/or governmental approvals for the Project as required by applicable law; (d) 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) Grantee refuses to allow the CRA access to records or refuses to allow the CRA to monitor, evaluate, and review Grantee's Project; (f) a transfer or assignment occurs within five (5) years following completion of the Project as set forth in Section 9 above, (g) 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) Grantee discriminates in violation of any Federal, State, or local law; (i) Grantee attempts to meet its obligations under this Agreement

through fraud, misrepresentation, or material misstatement; (j) Grantee fails to obtain final certificates of occupancy or completion, as applicable, for the Project; (k) 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/or the City and Grantee; (m) an event of default occurs with respect to any loan to Grantee; (n) an event of default occurs with respect to the Lease or the Lease is terminated, assigned (in whole or in part) or there is a sublease of the premises (in whole or in part); and/or (o) Grantee fails to operate its business from the Property. With respect to subsections (m) and (n), Grantee agrees to provide the CRA with copies of any notices of default given by any lender and/or landlord.

13.2 Remedies. Immediately upon the breach of this Agreement by Grantee as set forth in Section 13.1 above, in addition to all rights and remedies available at law or in equity and as may be set forth herein, the CRA may terminate this Agreement by giving written notice to 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 Grantee under this Agreement; or (b) terminate or cancel any other agreements entered into between the CRA and Grantee. 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.

13.3 No Waiver. No express or implied consent or waiver by the CRA to or of any breach or default by Grantee in the performance or non-performance by 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 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 Grantee or to declare 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.

13.4 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, 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 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 (2019) or as incorporated therein by reference therein.

13.5 Miami-Dade County Requirements. Grantee acknowledges and agrees that the following provisions are required pursuant to that certain Interlocal Cooperation Agreement, as amended, by and among the County, the City and the CRA (the “ICA”). Grantee agrees that such provisions constitute material obligations on the part of Grantee and that Grantee shall comply with such provisions including cooperating with the County and its Office of the Inspector General to ensure and demonstrate compliance therewith.

13.5.1 Recovery of Grant Funds. The ICA requires the CRA to include in its contracts or grant agreements a “clawback” provision that requires the CRA to “clawback” or rescind and recover funding from any entity or contractor to which it provides funding which does not substantially comply with the provisions of its agreement with the CRA by demanding repayment of such funds in writing, including recovery of penalties or liquidated damages, to the extent allowed by law, as well as attorney’s fees and interest, and pursuing collection or legal action, to the fullest extent allowable by law, if feasible. Grantee and the CRA acknowledge and agree that Section 13 of this Agreement is intended to constitute the clawback provisions required by the ICA.

**Section 14. Indemnification by Grantee.** 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 Grantee or its employees, agents, servants, partners, principals, or subcontractors. 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. Grantee expressly understands and agrees that any insurance required by this Agreement or otherwise provided by 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 15. 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: Gayle S. McDonald, Interim Executive Director  
North Miami Community Redevelopment Agency  
735 NE 125 Street, Suite 100  
North Miami, Florida 33161  
Telephone No. (305) 895-9839  
Facsimile No. (305) 895-9822

Copy to: Steven W. Zelkowitz, Esq., CRA Attorney  
Spiritus Law LLC  
2525 Ponce De Leon Boulevard, Suite 1080  
Coral Gables, Florida 33134  
Telephone No. (305) 224-1003  
Facsimile No. (305) 204-9129

Grantee: Elio F. Solari, Managing Member  
Evio Group LLC d/b/a Evio's Pizza and Grill  
1504 N.E. 128<sup>th</sup> Street  
North Miami, Florida 33161  
Telephone No. (954) 548-1622  
Facsimile No. (\_\_\_\_\_) \_\_\_\_\_

**Section 16. 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 Grantee's compliance with the terms and provisions of this Agreement.

**Section 17. 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 18. Miscellaneous.**

18.1 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, Grantee agrees that activities funded by

this Agreement shall recognize the CRA as a funding source. Grantee shall ensure that any publicity, public relations, advertisements, and signs recognize the CRA for the support of all contracted activities. Grantee shall permit a sign to be placed upon the Property by the CRA relative to this Agreement during the construction of the Project.

18.2 Compliance with Laws. 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 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.

18.3 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 the CRA and Grantee.

18.4 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.

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

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

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

18.8 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.

18.9 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.

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

18.11 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.

18.12 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.

18.13 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 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.

**18.14 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.**

18.15 Grantee's Required Insurance Coverages. Grantee, at Grantee's expense, agrees to keep in force during the term of this Agreement:

(a) Commercial general liability insurance which insures against claims for bodily injury, personal injury, and property damage based upon, involving, or arising out of the use, occupancy, or maintenance of the Property as well as business interruption insurance.

(b) All-risk property insurance (and builder's risk insurance during any periods of construction), including theft, sprinkler leakage, and boiler and machinery coverage on all of Grantee's trade fixtures, furniture, inventory, and other personal property in the Property, and on any alterations, additions, or improvements made by Grantee upon the Property all for the full replacement cost thereof. In the event of any casualty, theft, or any other damage to the Property and/or the foregoing items, Grantee shall use the proceeds from such insurance for the replacement of trade fixtures, furniture, inventory, and other personal property and for the restoration of Grantee's improvements, alterations, and additions to the Property but in no event shall such coverage be less than the amount of the Grant. Failure to promptly perform such replacement and/or restoration shall be a material default of this Agreement by Grantee entitling the CRA to its rights and remedies hereunder.

All policies required to be carried by Grantee hereunder shall be issued by and binding upon an insurance company licensed to do business in the State of Florida with a rating of at least "A - VIII" or better as set forth in the most current issue of Best's Insurance Reports, unless otherwise approved by the CRA. Grantee shall not do or permit anything to be done that would invalidate the insurance policies required herein. Certificates of insurance, acceptable to CRA, evidencing the existence and amount of each insurance policy required hereunder shall be delivered to CRA prior to disbursement of any Grant proceeds and thereafter no more than (10) days following each renewal date. Certificates of insurance for insurance required to be maintained as set forth above shall include an endorsement for each policy showing that the CRA is included as an additional insured. Further, the certificates must include an endorsement for each policy whereby the insurer agrees not to cancel, non-renew, or materially alter the policy without at least thirty (30) days' prior written notice to the CRA. The limits of insurance shall not limit the liability of Grantee or relieve Grantee of any obligation hereunder.

18.16 Prevailing Party's Attorneys' Fees. If any party commences an action against the other party to interpret or enforce any of the terms of this Agreement or as the result of a breach by the other party of any terms hereof, the non-prevailing party shall pay to the prevailing party all reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action, including those incurred in any appellate proceedings, and whether or not the action is prosecuted to a final judgment.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK]

**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:**

EVIO GROUP LLC  
d/b/a EVIO'S PIZZA AND GRILL,  
a Florida limited liability company

By: \_\_\_\_\_  
Elio F. Solari  
Managing Member

**CRA:**

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

By: \_\_\_\_\_  
Gayle S. McDonald  
Interim Executive Director

Attest:

By: \_\_\_\_\_  
Vanessa Joseph, Esq.  
CRA Secretary

Approved as to form and legal sufficiency:

By: \_\_\_\_\_  
Spiritus Law LLC  
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 \_\_\_\_ day of March, 2022, by Elio F. Solari, as Managing Member of Evio Group LLC d/b/a Evio's Pizza and Grill., a Florida limited liability company, on behalf of the Company, who (check one) ☐ is personally known to me or ☐ has produced a valid \_\_\_\_\_ as identification.

My Commission Expires: \_\_\_\_\_

Notary Public  
Print Name: \_\_\_\_\_

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 March, 2022, by Gayle S. McDonald, 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.

My Commission Expires: \_\_\_\_\_

Notary Public  
Print Name: \_\_\_\_\_

## **EXHIBIT "A"**

### **Legal Description of the Property**

Lots "D" and "E", and the East 1/2 of alley lying West and adjacent to said Lots "D" and "E" as closed per Resolution No. R-2006-140 recorded in Official Records Book 25208, Page 4999, of LESPERANCE Subdivision, according to the Plat thereof, as recorded in Plat Book 56, Page 14, of the Public Records of Miami-Dade County, Florida.

## DOCUMENT COVER PAGE

DOCUMENT TITLE: SHORT FORM LEASE

EXECUTED BY: LESSOR- LORETTE SPALDING, AS TRUSTEE OF THE  
LORETTE SPALDING REVOCABLE TRUST DATED MAY 1,  
2009  
LESSEE(S)- ROXY MIAMI, LLC, a Florida limited liability  
company, and LEONARD SCHWARTZBERG,

LEGAL DESCRIPTION: SEE EXHIBIT "A" ATTACHED TO THE SHORT FORM LEASE  
AND MADE A PART HEREOF BY REFERENCE AS IF FULLY  
SET FORTH HEREIN.

THE SHORT FORM LEASE WAS  
PREPARED BY, AND RECORD  
AND RETURN TO:

STEVEN M. LEE, ESQ.  
Steven M. Lee, P.A.  
Lee Professional Building  
1200 SW 2<sup>nd</sup> Avenue  
Miami, Florida 33130-4214  
305-856-7855 phone



## SHORT FORM LEASE

LORETTE SPALDING, AS TRUSTEE OF THE LORETTE SPALDING REVOCABLE TRUST DATED MAY 1, 2009 ("Lessor"), whose address is 1610 South Treasure Drive, Miami Beach, Florida 33141, for Ten Dollars (\$10.00) and other valuable considerations, the receipt of which are hereby acknowledged, does lease to ROXY MIAMI, LLC, a Florida limited liability company and LEONARD SCHWARTZBERG (hereafter referred to collectively as "Lessee"), whose address is 179-1 North Shore Drive, Miami Beach, FL 33141 the following described property ("Demised Premises"):

SEE **EXHIBIT "A"** ATTACHED HERETO AND MADE A PART  
HEREOF BY REFERENCE AS IF FULLY SET FORTH HEREIN.

The lease shall be for an initial term of Five (5) years, with three, Five (5) year options to renew, and shall be on the terms and conditions and subject to the limitations set forth in that certain Lease ("Lease") between Lessor and Lessee dated March 26, 2010, the terms of which are hereby incorporated by reference the same as if fully set forth herein. Lessee has exercised all three of its five year option to extend the term of their Lease. Consequently, the term of the Lease shall expire on April 30, 2030.

Paragraph 11.1 of the Lease states as follows:

**"11.1 Prohibitions.** Lessee shall have no power to do any act or make any contract which may create or be the foundation for any lien, mortgage or other encumbrance upon the reversionary interest of Lessor, or on any interest of Lessor in the Demised Premises, it being agreed that should Lessee cause, suffer, or permit any alterations, rebuildings, replacements, changes, additions, improvements, or repairs to be made to the Demised Premises, or cause any labor to be performed or material to be furnished therein, thereon, or thereto, neither Lessor nor the Demised Premises shall under any circumstance be liable for the payment of any expense incurred or for the value of any work done or material furnished, but all such alterations, rebuildings, replacements, changes, additions, improvements, and repairs, and labor and material, shall be made, furnished, and performed at Lessee's expense and Lessee shall be solely and wholly responsible to contractors, laborers, and materialmen furnishings and performing such labor and material. The interest of the Lessor in the Demised Premises shall not, under any circumstances, be made subject to liens for improvements made to the Demised Premises by Lessee or on behalf of Lessee. Any and all

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additional leases for the Demised Premises, if any, shall contain the prohibition against Lessee's liens contained in this Section.

EXECUTED August \_\_\_\_\_, 2012.

Signed, sealed and delivered  
in the presence of:

WITNESSES:

LESSOR:

LORETTE SPALDING, AS TRUSTEE OF  
THE LORETTE SPALDING TRUST  
DATED MAY 1, 2009

By: \_\_\_\_\_  
Lorette Spalding, Trustee

\_\_\_\_\_  
Signature of first witness

\_\_\_\_\_  
Printed name of first witness

\_\_\_\_\_  
Signature of second witness

\_\_\_\_\_  
Printed name of second witness

STATE OF FLORIDA            )  
COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2012, by Lorette Spalding, as Trustee of the Lorette Spalding Revocable Trust Dated May 1, 2009, on behalf of said Trust who produced \_\_\_\_\_ as identification and did take an oath.

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC  
State of Florida at Large

(NOTARY SEAL)

\_\_\_\_\_  
PRINTED NAME OF NOTARY PUBLIC

\_\_\_\_\_  
COMMISSION #/ DATE COMMISSION  
EXPIRES

[Signature]  
Signature of first witness

Natalie M. Burns  
Printed name of first witness

[Signature]  
Signature of second witness

David WACIS  
Printed name of second witness

LESSEE:

ROXY MIAMI, LLC, a Florida limited liability company

By: [Signature]  
Leonard Schwartzberg, Managing Member

[Signature]  
LEONARD SCHWARTZBERG, individually

STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of August, 2012, by Leonard Schwartzberg, who produced FL Driver's License as identification and did take an oath.

(NOTARY SEAL)

[Signature]  
SIGNATURE OF NOTARY PUBLIC  
State of Florida at Large  
Natalie M. Burns  
PRINTED NAME OF NOTARY PUBLIC

COMMISSION #/ DATE COMMISSION  
EXPIRES

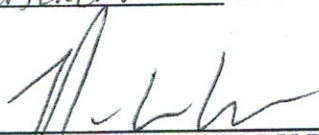




STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of August, 2010, by Leonard Schwartzberg, as Managing Member of Roxy Miami, LLC, a Florida limited liability company, on behalf of said Company, who produced FL Diver's License as identification and did take an oath.

(NOTARY SEAL)

  
\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC  
State of Florida at Large

Natalie M. Burns  
\_\_\_\_\_  
PRINTED NAME OF NOTARY PUBLIC

\_\_\_\_\_  
COMMISSION #/ DATE COMMISSION  
EXPIRES



## **EXHIBIT "A"**

### **LEGAL DESCRIPTION**

LOTS D & E, AND EAST 1/2 OF ALLEY LYING WEST AND ADJACENT CLOSED PER RESOLUTION 2006-140, OF LESPERANCE SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 56, PAGE 14, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

FOLIO NUMBER: 06-2229-009-0020

ADDRESS: 12600 Biscayne Boulevard, North Miami, Florida 33181

## **UNCONDITIONAL SUBLEASE GUARANTY AGREEMENT**

THIS UNCONDITIONAL GUARANTY AGREEMENT, made this 11<sup>th</sup> day of August, 2012, by TSAMPIKOS MANOLAS (hereinafter referred to as "Guarantor"), to and LEONARD SCHWARTZBERG AND ROXY MIAMI, LLC, a Florida limited liability company (hereinafter referred to as "Sublessor").

### **BACKGROUND**

Sublessor is executing a Sublease ("Sublease") with EVIO GROUP, LLC, a Florida limited liability company (hereafter referred to collectively as "Sublessee") for the premises known as 12600 Biscayne Boulevard, North Miami, Florida 33181. The execution of the Sublease is conditioned upon Guarantor giving this unconditional Guaranty. The Sublease with Sublessee is to the direct interest, benefit and advantage of Guarantor.

### **TERMS OF GUARANTY**

For \$10.00 and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Guarantor, and for the purpose of inducing Sublessor to execute the Sublease with Sublessee, Guarantor, does hereby unconditionally guarantee to Sublessor, its successors, indorsees, and assigns, the payment of the monies due under the Sublease and all sums evidenced thereby, whether now or hereafter advanced, regardless of the validity, regularity or enforceability of the Sublease. Guarantor hereby agrees that the obligation of any other guarantor, surety, indemnitor, indorser or any other party for or upon the Sublease, and the time of payment or any other provisions of the Sublease may, from time to time, in whole or in part, be accelerated, extended, modified or release d and that the Sublessee may be released, the property subject to the Sublease surrendered or otherwise dealt with by said Sublessor, all without any notice to, or further assent by, or any reservation of rights against, the Guarantor and without in any way affecting or releasing the liability of the undersigned hereunder. The liability of the undersigned hereunder shall not be affected or impaired by acceptance by the Sublessor of any security for or additional parties upon or other guarantors upon the debt evidenced by the Sublease, or by any failure, neglect or omission on the part of the Sublessor to perfect or to realize upon or protect said indebtedness or any security therefor. The liability of Guarantor hereunder shall not be affected by the assumption of the Sublease by a new tenant. The Guarantor waives all suretyship defenses and agrees that no act of commission or omission by Sublessor other than an express written release of this Guaranty executed by Sublessor shall in any way affect or impair the liability of the Guarantor hereunder. The Guarantor hereby waives presentation and demand upon Guarantor and upon the maker or makers for payment of said Sublease, and also waives notice of nonpayment thereof, protest, and all other notices whatsoever. The liability of the Guarantor on this guarantee shall be direct and immediate, and not conditional or contingent upon the pursuit of any remedies against the maker or makers of the Sublease, or the securities or liens that any holder may possess. This Guaranty shall be a continuing guarantee of any and all Subleases given in extension, modification or renewal of the Sublease notwithstanding that the original Sublease may have been surrendered, notice of and consent to such renewal, modification or extension being hereby waived, and the terms of this guarantee shall apply to said extension, modification or renewal Subleases. The Guarantor agrees that whenever an attorney is used to collect or enforce this Guaranty or to enforce, declare or adjudicate any rights or obligations under this guarantee or under the Sublease, whether by suit or by any other means whatsoever, attorneys' fees, including but not limited to those incurred in connection with appellate proceedings, shall be payable by each of the undersigned against whom this guarantee or any obligation or right hereunder is sought to be enforced, declared or



adjudicated.

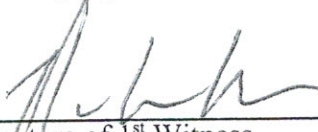
Any notice to the Guarantor shall be deemed sufficient if mailed to the undersigned whose name appears first below to the last known address of such undersigned appearing on the records of the Sublessor. This agreement shall be binding upon the undersigned and the legal representatives, successors and assigns of the undersigned.

This Guaranty shall be governed by and construed in accordance with the laws of the State of Florida and all obligations of the Guarantor hereunder shall be performed or paid at Miami, Miami-Dade County, Florida. Guarantor and Sublessor agree to submit to the jurisdiction of the courts of the State of Florida. Any provision hereof which may prove unenforceable under any law shall not affect the validity of any other provision hereof. No prior agreements or representations with respect hereto shall be binding upon the Sublessor unless incorporated in this document, and no modification or waiver of any provision hereof shall be valid or binding upon Sublessor unless in writing which is executed by Sublessor.

THE SUBLESSOR AND THE GUARANTOR, IN ANY LITIGATION  
RELATING TO THE SUBLEASE OR THIS GUARANTEE, WAIVE TRIAL BY  
JURY.

  
initial

IN WITNESS WHEREOF, each of the undersigned has executed the Unconditional Guaranty Agreement as of the day and year first above-written.

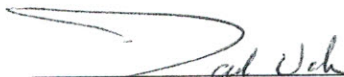
  
Signature of 1<sup>st</sup> Witness

Neddie M. Burns  
Printed Name of 1<sup>st</sup> Witness

TSAMPIKOS MANOLAS  
TSAMPIKOS MANOLAS

Home Address: 3771 COCOPLUM CIR

COCONUT CREEK FL. 33063

  
Signature of 2<sup>nd</sup> Witness

David Wacis  
Printed Name of 2<sup>nd</sup> Witness

## **UNCONDITIONAL SUBLEASE GUARANTY AGREEMENT**

THIS UNCONDITIONAL GUARANTY AGREEMENT, made this 9th day of August, 2012, by EVAN MANOLAS (hereinafter referred to as "Guarantor"), to and LEONARD SCHWARTZBERG AND ROXY MIAMI, LLC, a Florida limited liability company (hereinafter referred to as "Sublessor").

### **BACKGROUND**

Sublessor is executing a Sublease ("Sublease") with EVIO GROUP, LLC, a Florida limited liability company (hereafter referred to collectively as "Sublessee") for the premises known as 12600 Biscayne Boulevard, North Miami, Florida 33181. The execution of the Sublease is conditioned upon Guarantor giving this unconditional Guaranty. The Sublease with Sublessee is to the direct interest, benefit and advantage of Guarantor.

### **TERMS OF GUARANTY**

For \$10.00 and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Guarantor, and for the purpose of inducing Sublessor to execute the Sublease with Sublessee, Guarantor, does hereby unconditionally guarantee to Sublessor, its successors, indorsees, and assigns, the payment of the monies due under the Sublease and all sums evidenced thereby, whether now or hereafter advanced, regardless of the validity, regularity or enforceability of the Sublease. Guarantor hereby agrees that the obligation of any other guarantor, surety, indemnitor, indorser or any other party for or upon the Sublease, and the time of payment or any other provisions of the Sublease may, from time to time, in whole or in part, be accelerated, extended, modified or released and that the Sublessee may be released, the property subject to the Sublease surrendered or otherwise dealt with by said Sublessor, all without any notice to, or further assent by, or any reservation of rights against, the Guarantor and without in any way affecting or releasing the liability of the undersigned hereunder. The liability of the undersigned hereunder shall not be affected or impaired by acceptance by the Sublessor of any security for or additional parties upon or other guarantors upon the debt evidenced by the Sublease, or by any failure, neglect or omission on the part of the Sublessor to perfect or to realize upon or protect said indebtedness or any security therefor. The liability of Guarantor hereunder shall not be affected by the assumption of the Sublease by a new tenant. The Guarantor waives all suretyship defenses and agrees that no act of commission or omission by Sublessor other than an express written release of this Guaranty executed by Sublessor shall in any way affect or impair the liability of the Guarantor hereunder. The Guarantor hereby waives presentation and demand upon Guarantor and upon the maker or makers for payment of said Sublease, and also waives notice of nonpayment thereof, protest, and all other notices whatsoever. The liability of the Guarantor on this guarantee shall be direct and immediate, and not conditional or contingent upon the pursuit of any remedies against the maker or makers of the Sublease, or the securities or liens that any holder may possess. This Guaranty shall be a continuing guarantee of any and all Subleases given in extension, modification or renewal of the Sublease notwithstanding that the original Sublease may have been surrendered, notice of and consent to such renewal, modification or extension being hereby waived, and the terms of this guarantee shall apply to said extension, modification or renewal Subleases. The Guarantor agrees that whenever an attorney is used to collect or enforce this Guaranty or to enforce, declare or adjudicate any rights or obligations under this guarantee or under the Sublease, whether by suit or by any other means whatsoever, attorneys' fees, including but not limited to those incurred in connection with appellate proceedings, shall be payable by each of the undersigned against whom this guarantee or any obligation or right hereunder is sought to be enforced, declared or



adjudicated.

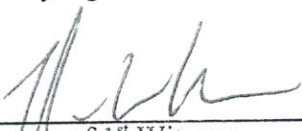
Any notice to the Guarantor shall be deemed sufficient if mailed to the undersigned whose name appears first below to the last known address of such undersigned appearing on the records of the Sublessor. This agreement shall be binding upon the undersigned and the legal representatives, successors and assigns of the undersigned.

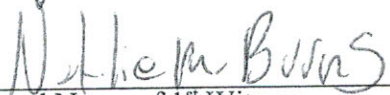
This Guaranty shall be governed by and construed in accordance with the laws of the State of Florida and all obligations of the Guarantor hereunder shall be performed or paid at Miami, Miami-Dade County, Florida. Guarantor and Sublessor agree to submit to the jurisdiction of the courts of the State of Florida. Any provision hereof which may prove unenforceable under any law shall not affect the validity of any other provision hereof. No prior agreements or representations with respect hereto shall be binding upon the Sublessor unless incorporated in this document, and no modification or waiver of any provision hereof shall be valid or binding upon Sublessor unless in writing which is executed by Sublessor.

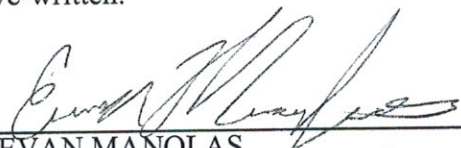
THE SUBLESSOR AND THE GUARANTOR, IN ANY LITIGATION  
RELATING TO THE SUBLEASE OR THIS GUARANTEE, WAIVE TRIAL BY  
JURY.

*E.M.*  
initial

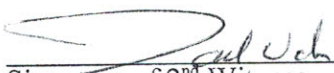
IN WITNESS WHEREOF, each of the undersigned has executed the Unconditional Guaranty Agreement as of the day and year first above-written.


  
\_\_\_\_\_  
Signature of 1<sup>st</sup> Witness

  
\_\_\_\_\_  
Printed Name of 1<sup>st</sup> Witness

  
\_\_\_\_\_  
EVAN MANOLAS

Home Address: 1504 NE 128<sup>th</sup>  
North Miami, FL 33161

  
\_\_\_\_\_  
Signature of 2<sup>nd</sup> Witness

  
\_\_\_\_\_  
Printed Name of 2<sup>nd</sup> Witness

## **UNCONDITIONAL SUBLEASE GUARANTY AGREEMENT**

THIS UNCONDITIONAL GUARANTY AGREEMENT, made this 9th day of August, 2012, by ELIO SOLARI (hereinafter referred to as "Guarantor"), to and LEONARD SCHWARTZBERG AND ROXY MIAMI, LLC, a Florida limited liability company (hereinafter referred to as "Sublessor").

### **BACKGROUND**

Sublessor is executing a Sublease ("Sublease") with EVIO GROUP, LLC, a Florida limited liability company (hereafter referred to collectively as "Sublessee") for the premises known as 12600 Biscayne Boulevard, North Miami, Florida 33181. The execution of the Sublease is conditioned upon Guarantor giving this unconditional Guaranty. The Sublease with Sublessee is to the direct interest, benefit and advantage of Guarantor.

### **TERMS OF GUARANTY**

For \$10.00 and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Guarantor, and for the purpose of inducing Sublessor to execute the Sublease with Sublessee, Guarantor, does hereby unconditionally guarantee to Sublessor, its successors, indorsees, and assigns, the payment of the monies due under the Sublease and all sums evidenced thereby, whether now or hereafter advanced, regardless of the validity, regularity or enforceability of the Sublease. Guarantor hereby agrees that the obligation of any other guarantor, surety, indemnitor, indorser or any other party for or upon the Sublease, and the time of payment or any other provisions of the Sublease may, from time to time, in whole or in part, be accelerated, extended, modified or released and that the Sublessee may be released, the property subject to the Sublease surrendered or otherwise dealt with by said Sublessor, all without any notice to, or further assent by, or any reservation of rights against, the Guarantor and without in any way affecting or releasing the liability of the undersigned hereunder. The liability of the undersigned hereunder shall not be affected or impaired by acceptance by the Sublessor of any security for or additional parties upon or other guarantors upon the debt evidenced by the Sublease, or by any failure, neglect or omission on the part of the Sublessor to perfect or to realize upon or protect said indebtedness or any security therefor. The liability of Guarantor hereunder shall not be affected by the assumption of the Sublease by a new tenant. The Guarantor waives all suretyship defenses and agrees that no act of commission or omission by Sublessor other than an express written release of this Guaranty executed by Sublessor shall in any way affect or impair the liability of the Guarantor hereunder. The Guarantor hereby waives presentation and demand upon Guarantor and upon the maker or makers for payment of said Sublease, and also waives notice of nonpayment thereof, protest, and all other notices whatsoever. The liability of the Guarantor on this guarantee shall be direct and immediate, and not conditional or contingent upon the pursuit of any remedies against the maker or makers of the Sublease, or the securities or liens that any holder may possess. This Guaranty shall be a continuing guarantee of any and all Subleases given in extension, modification or renewal of the Sublease notwithstanding that the original Sublease may have been surrendered, notice of and consent to such renewal, modification or extension being hereby waived, and the terms of this guarantee shall apply to said extension, modification or renewal Subleases. The Guarantor agrees that whenever an attorney is used to collect or enforce this Guaranty or to enforce, declare or adjudicate any rights or obligations under this guarantee or under the Sublease, whether by suit or by any other means whatsoever, attorneys' fees, including but not limited to those incurred in connection with appellate proceedings, shall be payable by each of the undersigned against whom this guarantee or any obligation or right hereunder is sought to be enforced, declared or



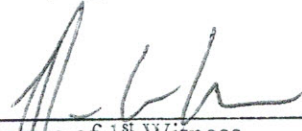
adjudicated.

Any notice to the Guarantor shall be deemed sufficient if mailed to the undersigned whose name appears first below to the last known address of such undersigned appearing on the records of the Sublessor. This agreement shall be binding upon the undersigned and the legal representatives, successors and assigns of the undersigned.

This Guaranty shall be governed by and construed in accordance with the laws of the State of Florida and all obligations of the Guarantor hereunder shall be performed or paid at Miami, Miami-Dade County, Florida. Guarantor and Sublessor agree to submit to the jurisdiction of the courts of the State of Florida. Any provision hereof which may prove unenforceable under any law shall not affect the validity of any other provision hereof. No prior agreements or representations with respect hereto shall be binding upon the Sublessor unless incorporated in this document, and no modification or waiver of any provision hereof shall be valid or binding upon Sublessor unless in writing which is executed by Sublessor.

THE SUBLESSOR AND THE GUARANTOR, IN ANY LITIGATION  
RELATING TO THE SUBLEASE OR THIS GUARANTEE, WAIVE TRIAL BY E.S.  
JURY. initial

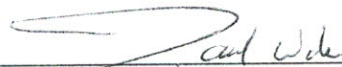
IN WITNESS WHEREOF, each of the undersigned has executed the Unconditional Guaranty Agreement as of the day and year first above-written.

  
\_\_\_\_\_  
Signature of 1<sup>st</sup> Witness

Nadine M. Burns  
\_\_\_\_\_  
Printed Name of 1<sup>st</sup> Witness

  
\_\_\_\_\_  
ELIO SOLARI

Home Address: 1504 N.E 128th St.  
N. Miami FL. 33161

  
\_\_\_\_\_  
Signature of 2<sup>nd</sup> Witness

David Wacis  
\_\_\_\_\_  
Printed Name of 2<sup>nd</sup> Witness

## **UNCONDITIONAL SUBLEASE GUARANTY AGREEMENT**

THIS UNCONDITIONAL GUARANTY AGREEMENT, made this 14 day of August, 2012, by MARYANN MANOLAS (hereinafter referred to as "Guarantor"), to and LEONARD SCHWARTZBERG AND ROXY MIAMI, LLC, a Florida limited liability company (hereinafter referred to as "Sublessor").

### **BACKGROUND**

Sublessor is executing a Sublease ("Sublease") with EVIO GROUP, LLC, a Florida limited liability company (hereafter referred to collectively as "Sublessee") for the premises known as 12600 Biscayne Boulevard, North Miami, Florida 33181. The execution of the Sublease is conditioned upon Guarantor giving this unconditional Guaranty. The Sublease with Sublessee is to the direct interest, benefit and advantage of Guarantor.

### **TERMS OF GUARANTY**

For \$10.00 and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Guarantor, and for the purpose of inducing Sublessor to execute the Sublease with Sublessee, Guarantor, does hereby unconditionally guarantee to Sublessor, its successors, indorsees, and assigns, the payment of the monies due under the Sublease and all sums evidenced thereby, whether now or hereafter advanced, regardless of the validity, regularity or enforceability of the Sublease. Guarantor hereby agrees that the obligation of any other guarantor, surety, indemnitor, indorser or any other party for or upon the Sublease, and the time of payment or any other provisions of the Sublease may, from time to time, in whole or in part, be accelerated, extended, modified or released and that the Sublessee may be released, the property subject to the Sublease surrendered or otherwise dealt with by said Sublessor, all without any notice to, or further assent by, or any reservation of rights against, the Guarantor and without in any way affecting or releasing the liability of the undersigned hereunder. The liability of the undersigned hereunder shall not be affected or impaired by acceptance by the Sublessor of any security for or additional parties upon or other guarantors upon the debt evidenced by the Sublease, or by any failure, neglect or omission on the part of the Sublessor to perfect or to realize upon or protect said indebtedness or any security therefor. The liability of Guarantor hereunder shall not be affected by the assumption of the Sublease by a new tenant. The Guarantor waives all suretyship defenses and agrees that no act of commission or omission by Sublessor other than an express written release of this Guaranty executed by Sublessor shall in any way affect or impair the liability of the Guarantor hereunder. The Guarantor hereby waives presentation and demand upon Guarantor and upon the maker or makers for payment of said Sublease, and also waives notice of nonpayment thereof, protest, and all other notices whatsoever. The liability of the Guarantor on this guarantee shall be direct and immediate, and not conditional or contingent upon the pursuit of any remedies against the maker or makers of the Sublease, or the securities or liens that any holder may possess. This Guaranty shall be a continuing guarantee of any and all Subleases given in extension, modification or renewal of the Sublease notwithstanding that the original Sublease may have been surrendered, notice of and consent to such renewal, modification or extension being hereby waived, and the terms of this guarantee shall apply to said extension, modification or renewal Subleases. The Guarantor agrees that whenever an attorney is used to collect or enforce this Guaranty or to enforce, declare or adjudicate any rights or obligations under this guarantee or under the Sublease, whether by suit or by any other means whatsoever, attorneys' fees, including but not limited to those incurred in connection with appellate proceedings, shall be payable by each of the undersigned against whom this guarantee or any obligation or right hereunder is sought to be enforced, declared or



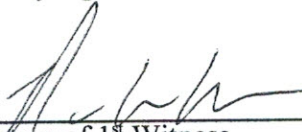
adjudicated.

Any notice to the Guarantor shall be deemed sufficient if mailed to the undersigned whose name appears first below to the last known address of such undersigned appearing on the records of the Sublessor. This agreement shall be binding upon the undersigned and the legal representatives, successors and assigns of the undersigned.

This Guaranty shall be governed by and construed in accordance with the laws of the State of Florida and all obligations of the Guarantor hereunder shall be performed or paid at Miami, Miami-Dade County, Florida. Guarantor and Sublessor agree to submit to the jurisdiction of the courts of the State of Florida. Any provision hereof which may prove unenforceable under any law shall not affect the validity of any other provision hereof. No prior agreements or representations with respect hereto shall be binding upon the Sublessor unless incorporated in this document, and no modification or waiver of any provision hereof shall be valid or binding upon Sublessor unless in writing which is executed by Sublessor.

THE SUBLESSOR AND THE GUARANTOR, IN ANY LITIGATION  
RELATING TO THE SUBLEASE OR THIS GUARANTEE, WAIVE TRIAL BY MM  
JURY. initial

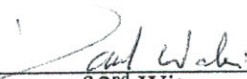
IN WITNESS WHEREOF, each of the undersigned has executed the Unconditional Guaranty Agreement as of the day and year first above-written.

  
\_\_\_\_\_  
Signature of 1<sup>st</sup> Witness

Natalie M. Burns  
\_\_\_\_\_  
Printed Name of 1<sup>st</sup> Witness

  
\_\_\_\_\_  
MARYANN MANOLAS

Home Address: 3771 Cocoplum Circle  
Coronado Creek R, FL 33063

  
\_\_\_\_\_  
Signature of 2<sup>nd</sup> Witness

David Wallis  
\_\_\_\_\_  
Printed Name of 2<sup>nd</sup> Witness

## **EXHIBIT “B”**

### **Program Guidelines**

## **North Miami CRA Commercial Grants Guidelines**

One of the primary objectives of a community redevelopment agency is to effectuate positive change within the targeted area through improvements of business and residential structures. To that end, the NMCRA works to transform that area into one that again contributes to the overall health of the community. This transformation occurs through the various grants and incentives initiatives listed below:

- Commercial Grants
- Public Private Partnership Developments
- Infrastructure Improvements
- Residential and Neighborhood Improvement Programs
- Affordable, Workforce, Market Rate, Luxury and Mixed Income Housing
- Affordable/Workforce Housing Development & Renovation
- Transportation and Transit Oriented Developments

### **Mandate**

While each grant program may have individual requirements, the NMCRA requires all projects abide by the following to be considered:

1. Must be within the NMCRA geographic boundary
2. Must have a visible improvement to the property or area
3. Must eliminate slum and blight
4. Must meet current NMCRA Redevelopment Plan goals and objectives
5. Must show quantifiable benefits to the community

### **Commercial Grants**

#### **Universal Requirements:**

1. Primary property use must be commercial
2. Applicable City of North Miami/county/state licenses must be up to date
3. Preliminary designs, color photos and documentation related to the property must be provided
4. Color photos of adjacent properties must be provided
5. Owner/Operator or Applicant shall have no outstanding liens, violations, pending litigation with the City of North Miami or NMCRA or any unpaid real and/or tangible personal property taxes.
6. Applications must be completed in full, signed and submitted to be considered

7. Applicants must meet with NMCRA staff prior to completing application to ensure eligibility. Applicants should attempt to utilize the online application at: <http://northmiamicra.org/>. If online process is not possible, it may be emailed to [cragrants@northmiamifl.gov](mailto:cragrants@northmiamifl.gov) or delivered to: 12330 NE 8<sup>th</sup> Avenue, North Miami, Florida, 33161. All hardcopy applications must be legible to be considered
8. Property owner must notify all tenants of the proposed improvements to an assisted commercial property in a reasonable time prior to the initiation of the project
9. If tenant, applicant must obtain approval from landlord in order to participate in program and also have landlord execute a landlord's certificate as provided by the NMCRA.
10. Applicants must provide 3 cost estimates for the proposed work from contractors acceptable to the CRA. CRA Staff reserves the right to deny any submitted cost estimates.
  - a. All cost estimates must be fully and completely itemized and detailed.
  - b. The lowest bid amount will be utilized unless otherwise approved by the NMCRA.
11. CRA staff may require additional work to be done as a condition to approval if the requested items do not show a visible impact/improvement and/or meet the CRA's goals.
12. Applicants must abide by all ordinances, code provisions, rules and laws of the City of North Miami, and the NMCRA, or the grant is subject to immediate forfeiture.
13. Any and all improvements must adhere to City of North Miami Building and Zoning Codes and all Federal, State and Local Requirements.
14. The property must legally conform to City of North Miami regulations.
15. All applications will be considered on a first come, first served basis. Grant awards are limited by funding availability.
16. **ALL WORK MUST BE APPROVED BY THE CRA BOARD PRIOR TO ITS START TO BE ELIGIBLE FOR REIMBURSEMENT.**

**AUTOMATIC DISQUALIFICATION:**

- A. Businesses that received grant/assistance in the previous fiscal year cannot apply.
- B. Businesses that relocate out of the district during the process will not be considered.
- C. More than one application submitted for the same business will not be considered.
- D. Properties 'for sale' or listed on the MLS will not be considered.



- E. Any work done prior to approval by the CRA Board does not qualify.
- F. Religious organizations or sites being utilized for religious purposes will not be considered for funding, unless the funding will not have as its primary effect the advancing or inhibiting of religion.

**ELIGIBLE USES:**

CRA funds are to be used for standard building finishes as determined by the CRA.

- ☐ Impact Windows and Doors
- ☐ Awnings & Canopy
- ☐ Painting & Stucco
- ☐ Roof repairs/Replacements
- ☐ Interior/Exterior Lighting & Fixtures
- ☐ Interior Renovation
- ☐ Electrical upgrades
- ☐ Loading Docks
- ☐ Fence and Gates
- ☐ Driveways/walkways
- ☐ Flooring
- ☐ Parking/surface lots
- ☐ Signage
- ☐ Security Enhancements/NoMi Connect
- ☐ Landscaping
- ☐ Green Improvements
- ☐ ADA enhancements to include stairs/ramps
- ☐ Work complimentary to those list
- ☐ Architect/Engineer fees

**1) Beautification and Enhancement Grant Program**

This program offers up to \$25,000 with no match requirement, to eligible commercial property owners or business operators for improvements to the exterior and/or interior of the building. This grant is subject to 100% forgiveness, pending the successful completion of a 3 year maintenance period on the improved property, except for murals as set forth below, which is a five (5) year maintenance period.

## **REQUIREMENTS**

1. Proposed enhancements must show visible improvements to the business/property and its surrounding area.
2. For Beautification Grant a qualified business must have commercial space on the ground floor, with street frontage and direct pedestrian access from the street.
3. Applicant must produce business tax receipts and/or other documentation confirming proof of current business activity at the location.
4. Beautification Grant may be used for murals and other such artistic expressions on commercial properties, as governed by Division 21 "Arts in Public & Private Places" in the City of North Miami's Land Development Regulations.
  1. Applicant must follow all applicable rules & regulations outlined in the City of North Miami's Mural Permit Application, and pay all applicable fees.
  2. Applicant agrees to maintain the mural/artwork for at least five years.

## **2) Business Attraction & Expansion Grant Program**

The Business Attraction & Expansion Grant will cover 50% of the project cost up to \$150,000, toward specifically defined, and approved costs that are related to relocation and attraction of businesses. This program is best suited for businesses previously not located within the boundaries of the CRA or those looking for an opportunity to expand. A portion of the grant can also be used to cover half of the monthly rent of an approved property for up to 6 months during the renovations.

## **REQUIREMENTS**

1. Applicant must have either proof of property ownership, an executed lease, or signed documents showing a bona fide intent to purchase or lease related to the property in the CRA.
2. Tenants must have a signed lease of at least 5 years, or documentation showing an intent to sign a lease of at least 5 years and 3 years of performance activity documentation in a similar business.
3. Business Plan (Preferred).
4. Expansion of business by adding at least half of the existing square footage.  
Example current 750 sq. ft. expansion to 1,500 sq. ft.
5. Every effort must be made to hire North Miami residents

The NMCRA, at its sole discretion, may consider increasing the funding limits on a case by case basis. If the request is above the standard amount mentioned above, applicant must abide by the following:

1. Job creation and retention of City of North Miami residents will be required.
2. Community Benefits to include mentoring, internship, workshops for existing and new entrepreneurs within the City of North Miami.
3. All entities or contractors contracting with or receiving grants from the Agency for new commercial and residential developments to be constructed within the Redevelopment Area in an amount of \$200,000.00 or more, or such other amount as may be established by this Board, shall enter into a community benefits agreement with the Agency which will benefit primarily the residents of the Redevelopment Area
4. To the extent allowed by law, a community benefits agreement shall include provisions for hiring the labor workforce for the project financed by the grant or agreement from residents of the Redevelopment Area that are unemployed or underemployed. Depending on the worker or employee to be hired, the community redevelopment agency will be required to ensure that such entity or contractor complies with wage requirements, as applicable, established by Miami-Dade County's Living Wage or Responsible Wage Ordinances, pursuant to Section 2-8.9 and 2-11.16, respectively, of the Code of Miami-Dade County, Florida (the "Code") or pay higher wages and benefits, as are feasible.
5. All entities or contractors contracting with or receiving a grant from the community redevelopment agency in an amount of \$500,000.00 or more, or such other amount as may be established by this Board, shall comply with the following Miami-Dade County ordinances contained in the Code, as may be amended, as if expressly applicable to such entities:
  1. Small Business Enterprises (Section 2-8.1.1.1.1 of the Code);
  2. Community Business Enterprises (Section 2-10.4.01 of the Code);
  3. Community Small Business Enterprises (Section 10-33.02 of the Code); and/or
  4. Conflict of Interest and Code of Ethics Ordinance (Section 2-11.1 of the Code); and/or
  5. Living Wage Ordinance

**Eligible Uses for Funding:**

All the above eligible improvements, and:

- Up to 50% of rent for six (6) months during renovations
- Large equipment that is permanently affixed
- A percentage of impact fees related to change of use

### **3) Rehabilitation Grant Program:**

The Rehabilitation Grant program provides up to 50% of the total cost of interior and exterior improvements to property owners and businesses in an amount not to exceed \$100,000

#### **REQUIREMENTS**

1. Applicant must have either proof of property ownership, an executed lease, or signed documents showing a bona fide intent to purchase or lease related to the property in the CRA.
2. Tenants must have a signed lease of at least 5 years, or documentation showing an intent to sign a lease of at least 5 years.
3. Properties with multiple business tenants (such as shopping centers or strip malls) must seek to make improvements across the entire property so that it is done as one project. However, it is acceptable that properties with multiple tenants may only seek to improve a limited section of the property.
4. No new construction
5. No new roof installation
6. Every effort must be made to hire North Miami residents

The NMCRA, at its sole discretion, may consider increasing the funding limits on a case by case basis. If the request is above the standard amount mentioned above, applicant must abide by the following:

1. Job creation and retention of City of North Miami residents will be required.
2. Community Benefits to include mentoring, internship, workshops for existing and new entrepreneurs within the City of North Miami.
3. All entities or contractors contracting with or receiving grants from the Agency for new commercial and residential developments to be constructed within the Redevelopment Area in an amount of \$200,000.00 or more, or such other amount as may be established by this Board, shall enter into a community benefits agreement with the Agency which will benefit primarily the residents of the Redevelopment Area
4. To the extent allowed by law, a community benefits agreement shall include provisions for hiring the labor workforce for the project financed by the grant or agreement from residents of the Redevelopment Area that are unemployed or underemployed. Depending on the worker or employee to be hired, the community redevelopment agency will be required to ensure that such entity or contractor complies with wage requirements, as applicable, established by Miami-Dade County's Living Wage or Responsible Wage Ordinances, pursuant to Section 2-8.9 and 2-11.16, respectively, of the Code of Miami-Dade County, Florida (the "Code") or pay higher wages and benefits, as are feasible.

5. All entities or contractors contracting with or receiving a grant from the community redevelopment agency in an amount of \$500,000.00 or more, or such other amount as may be established by this Board, shall comply with the following Miami-Dade County ordinances contained in the Code, as may be amended, as if expressly applicable to such entities:
  1. Small Business Enterprises (Section 2-8.1.1.1.1 of the Code);
  2. Community Business Enterprises (Section 2-10.4.01 of the Code);
  3. Community Small Business Enterprises (Section 10-33.02 of the Code); and/or
  4. Conflict of Interest and Code of Ethics Ordinance (Section 2-11.1 of the Code); and/or
  5. Living Wage Ordinance

#### **4) Capacity Building/Retention Grant**

The Capacity Building/Retention Grant Program will focus on helping existing small businesses enhance their operations and capacity during the redevelopment of the area. Up to \$7,500 can be used for approved business expenses or approved technical support and/or training.

#### **Eligible Uses for the Capacity Building/Business Retention Grant**

Durable Machinery/Equipment

Marketing/Advertising

Business Related Insurance

Professional Services that directly improve business operations

Business Related Training/Conferences

Green Rehab Grant Match

Merchandising Specialist

#### **REQUIREMENTS**

1. Must be a for-profit business. Nonprofit agencies cannot apply
2. Primary property use must be commercial
3. Must be in business for at least one (1) year
4. No more than one (1) other location, not part of a national chain or franchise
5. Applicant must provide one written estimate for the proposed work or service from vendors acceptable to the NMCRA. NMCRA reserves the right to deny any submitted cost estimates.

6. All cost estimates must be fully and completely itemized and detailed
8. Businesses that received Mom & Pop County grants for same/similar services within 18 months cannot apply.
9. More than one application submitted for the same business, business owner, family member, or partners will not be considered.

#### **APPLICATION PROCEDURES:**

Applicants shall follow the steps listed below for approval:

- A. Visit [northmiamicra.org](http://northmiamicra.org) and review the Grant Guidelines
- B. Schedule an appointment with CRA staff to discuss project and make sure it meets program intent. Please call (305) 895-9839 or e-mail [cragrants@northmiamifl.gov](mailto:cragrants@northmiamifl.gov).
- C. Meet with the CRA Grants Coordinator or staff for a preliminary review of proposed renovations to property.
- D. Apply online at [www.northmiamicra.org](http://www.northmiamicra.org), or submit an application via email or in-person. Ensure all required materials are attached.
- E. Applications will not be considered for funding until a completed application and supporting documentation are received by the CRA.
- F. CRA staff will review application and notify applicants of any missing information.
- G. If application has met eligible requirements, staff will schedule the application for review and approval by the CRA Advisory Committee and the CRA Board.
- H. The Committee and Board meet monthly however all applications and backup documentation must be received at least four (4) weeks before the next scheduled meeting to allow staff appropriate review time.
- I. The completed application is reviewed by:
  1. The CRA Advisory Committee, who will make a recommendation of approval or denial, then
  2. By the CRA board for denial or approval.
- J. All applicants must attend both meetings to answer additional questions.
- K. The decision of the CRA Board shall be final.
- L. CRA staff notifies applicant of CRA Board approval or denial. Applicants not approved may apply again one year from denial. A fully executed Grant Agreement between the CRA and the applicant shall serve as a Notice to Proceed.
- M. Project commences.

## **Commercial Grants Application**

### **Business Information**

Business Name: \_\_\_\_\_

Project Address: \_\_\_\_\_

Is this project within the CRA Boundaries?    Yes    No

### **Contact Information**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Work Phone: \_\_\_\_\_      Cell Phone: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Email: \_\_\_\_\_

### **Property Owner Information**

Is the applicant also the property owner:    Yes      No

Property Owner Name: \_\_\_\_\_

Property Owner Address: \_\_\_\_\_

Property Owner Phone: \_\_\_\_\_

Property Owner Email: \_\_\_\_\_

### **Business Information**

#### **Type of Business**

- ☐ Restaurant
- ☐ Furniture Store
- ☐ Art Gallery
- ☐ Bookstore
- ☐ Music Store
- ☐ Specialty Food
- ☐ Coffee Shop
- ☐ Produce Market
- ☐ Photography Studio
- ☐ Dance Studio

- ☐ Specialty Retail
- ☐ Other \_\_\_\_\_

Number of Employees \_\_\_\_\_

Business Information:

---

How long have you been in business? \_\_\_\_\_ Years

Are you interested in participating in Business Development workshops? Yes No

Business Organization Structure \_\_\_\_\_

Federal Tax ID Number: \_\_\_\_\_

Partner/Ownership Interest \_\_\_\_\_

---

Have you ever received a CRA or City grant before? \_\_\_\_\_

If yes, when and what was the grant? \_\_\_\_\_

Please explain what benefit will these enhancements provide the  
business/property, CRA and North Miami community \_\_\_\_\_

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## Project Information

### Grant Information

#### Type of Grant You are Applying For:

- ☐ Enhancement & Beautification
- ☐ Rehabilitation
- ☐ Business Attraction & Expansion
- ☐ Capacity Building & Retention

Total Project Cost: \_\_\_\_\_



Grant Request: \_\_\_\_\_

**Work To Be Performed**

- ☐ Interior
- ☐ Exterior
- ☐ Painting
- ☐ Flooring
- ☐ Lighting Fixtures
- ☐ Security Enhancements
- ☐ Remodel
- ☐ Signage
- ☐ Windows & Doors
- ☐ Awnings
- ☐ Landscaping
- ☐ Other: \_\_\_\_\_

Please provide a more detailed description of work to be done:

- ☐ \_\_\_\_\_
- ☐ \_\_\_\_\_
- ☐ \_\_\_\_\_
- ☐ \_\_\_\_\_
- ☐ \_\_\_\_\_
- ☐ \_\_\_\_\_
- ☐ \_\_\_\_\_
- ☐ \_\_\_\_\_

**Bid Information****Contractor #1**

Company	
Scope	
Contact Name	
Office Phone	
Mobile Phone	
Fax	
Email	
GC Number	
Address 1	
City, State, Zip	
Bid Amount	

**Contractor #2**

Company	
Scope	
Contact Name	

Office Phone	
Mobile Phone	
Fax	
Email	
GC Number	
Address 1	
City, State, Zip	
Bid Amount	

**Contractor #3**

Company	
Scope	
Contact Name	
Office Phone	
Mobile Phone	
Fax	
Email	
GC Number	

Address 1	
City, State, Zip	
Bid Amount	

**Please Provide the Following as Backup:**

- ☐ Property Owner Authorization
- ☐ Property Tax Receipt
- ☐ Proposed Renderings/Pictures
- ☐ Itemized Spreadsheet of Total Project Cost
- ☐ Business/Marketing Plan (if available)
- ☐ Any other documentation in support of request.
- ☐ Pictures of current location & adjacent properties
- ☐ Plans, drawings or specs of your project (if available)
- ☐ All estimates provided
- ☐ Commercial Grants Application

**My signature below indicates that I have read and fully understand this document and its contents.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Applicant is other than the property owner of the building, the following line must be completed. I certify that I, the trustee and/or owner of the below-cited property, give

\_\_\_\_\_ (applicant) authority to implement improvements at the property as may be required under the North Miami CRA Grant Program.

---

Print owner or trustee name and capacity

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

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Signature of owner/trustee

---

Date

### **Terms & Conditions**

Interested parties must meet with NMCRA staff prior to applying for a grant to ensure eligibility. Applicants may apply through the NMCRA website: [www.northmiamicra.org](http://www.northmiamicra.org), request an application via email: [cragrants@northmiamifl.gov](mailto:cragrants@northmiamifl.gov) or in person at our offices: 12330 NE 8<sup>th</sup> Avenue, North Miami, FL 33161. A thorough review of the grant guidelines and terms and conditions is required.

The NMCRA (Grantor) will make payments to the awarded party (Grantee) in the form of reimbursement issued during the duration of the project and/or after the completion of the project. Projects must be pre-approved and an agreement executed with the NMCRA prior to commencing the project.

The NMCRA reserves the right to deny any submitted application if (a) it is determined that the application does not meet the spirit, intent and/or legal requirements for the grant and/or (b) the applicant has previously defaulted on an any prior grant agreement or other agreement with the NMCRA and/or City and/or (c) a prior grant awarded to the applicant was rescinded, and/or (d) the applicant is currently a party in litigation against the NMCRA and/or City or has threatened litigation against the NMCRA and/or City.

In order to be eligible for grants through the NMCRA, projects must meet all the following requirements:

- Must be within the NMCRA geographic boundary.
- Must have a visible improvement to the property or area.
- Must eliminate slum and blight.
- Must meet current NMCRA Plan goals and objectives.
- Must show quantifiable benefits to the community.
- Must provide proof that property taxes are up to date.
- Grants are available to commercial property owners of eligible commercial buildings, business operators, as well as non-profit organizations, except for the Capacity Building Grant.
- Applicable City of North Miami/County/State licenses must be up to date.

- Tenants of commercial buildings must obtain approval from the property owner in order to participate in the program.
- Preference is given to applicants located along the City's major commercial corridors (West Dixie Highway, NE 6<sup>th</sup> Avenue, N.E. 125<sup>th</sup> Street, N.W. 7<sup>th</sup> Avenue, Biscayne Boulevard and N.W. 119<sup>th</sup> Street).
- A qualified building is a structure with commercial space on the ground floor with the street frontage and direct pedestrian access from the street. An eligible "façade" is the front face or elevation of the building, which typically faces the street, contains windows and is the principal entrance to the building.

## Eligible Work

- In order to be eligible for the program, the façade should be in need of assistance to correct physical decline (e.g. blighting conditions).
- Eligible exterior work typically includes installation of storefront windows, awnings, painting, roof parapets, canopy, stucco, flooring, security enhancements, signs and exterior lighting. Site work such as walkways, parking pavement, fence/gates, landscape, ADA stairs or ramps and loading docks may be eligible as an ancillary part of the proposed project.
- Work to upper portions of the façade of a building is eligible for the grant, provided that such work is part of a larger qualified project involving street level improvements and provided that such work does not involve residential portions of the building.
- Eligible interior building work includes: interior painting, lighting fixtures, flooring, security enhancements, ceiling and other fixed improvements necessary for the operation of the business. Security enhancements include, but are not limited to, security cameras, alarm systems, motion detectors, locks, replacement of current windows and doors with impact resistant materials, and lighting which is used to enhance the building's safety.
- The following types of items are **not eligible** as interior building work: expenses with mobile elements (shelves, furniture, equipment, etc.), business expenses (inventory, payroll, licenses, taxes, utilities, maintenance, etc.), rent and moving expenses. Exception is made for Business Attraction Grant which allows for rent and some equipment.
- All work must be pre-approved and permitted as may be required by the City and performed by a licensed contractor selected by the Grantee through a competitive bidding process.
- Property owner must notify all tenants about the proposed improvements to an assisted commercial property.
- **ALL WORK MUST BE APPROVED BY THE CRA BOARD PRIOR TO ITS START TO BE ELIGIBLE FOR REIMBURSEMENT.**



## **REQUIREMENTS**

The following types of businesses and uses are **not eligible** to participate in the commercial grant program:

- Residential buildings
- Properties occupied by religious institutions unless the funding will not have its primary effect the advancing or inhibiting of religion.
- Adult bookstores or similar businesses
- Free standing liquor stores
- Commercial building containing ineligible uses listed above and/or are non-conforming to the City of North Miami Comp Plan and zoning codes

The following types of work are generally **not eligible** for funding through the commercial grant program:

- New roofs
- New construction or additions
- Work to buildings less than 5 years old, unless it is for interior work for new business
- Work on residential portions of a commercial building

## **OCCUPATION REQUIREMENTS**

The recipient is required to be open for business within (30 days) thirty days of the completion of the project. If occupation requirements are not met, the business must immediately repay 100% of the grant to the Grantor.

## **LEASING REQUIREMENTS**

Upon completion of the project, 50% of the ground-floor "leasable" commercial space must have leasing commitments of at least one year, with a business opening within 30 days of completion. If leasing requirements are not met at the time of final inspection, the property owner will be given 180 days to submit a one-year lease agreement to the grantor. Proof of an operational business is required in the form of City licenses (Certificate of Use and Business Tax Receipt). If leasing requirements are not met after the extension, the Grantor will require the repayment of 100% of the grant.

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 for a Beautification & Enhancement Grant or five (5) years after the Funding Termination Date for Business Attraction or Rehabilitation Grant.

## **PAST PROGRAM PARTICIPATION**

Buildings that have been previously assisted by the CRA or the City of North Miami in the last five (5) years are generally not eligible. Especially if the application is for the same work previously done. This portion may be waived if it is for a new business relocating into the building that has not previously received a grant.

## **CODE VIOLATION**

Buildings with pending code violations are not eligible for the program, unless it is determined that the proposed scope of work includes the resolution of the code violation(s) in a manner that is deemed acceptable and appropriate in the sole discretion of the program administrator.

## **CHANGE IN OWNERSHIP**

Program participation is not transferable to new property and business owners. New property and business owners must reapply to participate in the program. In the case of the Beautification Grant and Capacity Building/Retention Grant, if the assisted property or business is sold during the three-year period following the completion of the project, the Grantor will recapture 100% of the grant.

In the case of the Business Attraction/Expansion and Rehabilitation Grants, if the assisted property or business is sold during the five-year period following the completion of the property, the Grantor will recapture 100% of the grant.

Property owner is forbidden to make any alterations to the funded improvements without written permission of the Grantor.

## **TIME LIMITS**

Construction must start 3 months from the date of signing of the agreement between the Grantee and the Grantor and must be completed 1 year from such date. Projects must be completed by the timetable outlined in an agreement signed between the Grantor, business owner, and approved by the property owner in the case of a tenant.

## **CONSISTENCY WITH CITY ORDINANCES AND COMPLIANCE**

Projects must comply with all City of North Miami zoning code and building requirements. To be eligible to participate in the program, applicants must comply with all program requirements. Failure to comply with the program requirements at any time will result in the applicant being dropped from the program. The Grantor is the sole interpreter of eligibility determinations, payment amounts and compliance with program requirements. All of the Grantor's decisions are final. Projects are not officially accepted in the program until an agreement between the applicant and the Grantor is signed.

## **BUSINESS CATEGORY LIST**

Priority will be given to businesses that complement the city's desired retail mix. Example of such businesses are listed below:

- ❖ Restaurants
- ❖ Breweries
- ❖ Specialty Doughnut Shops
- ❖ Kitchen or restaurant halls/incubators
- ❖ Furniture Store
- ❖ Art Gallery
- ❖ Bookstore
- ❖ Recording/Production Studios for film and music industry
- ❖ Specialty Food
- ❖ Coffee Shops
- ❖ Produce Market
- ❖ Photography Studio
- ❖ Dance Studio
- ❖ Specialty Retail

***The Grantor reserves the right to reject any application and has the right to amend the business category list to accommodate special circumstances.***

## **APPLICATION PROCESS**

- Applicant will review and complete the application and submit all required backup documentation in order to be considered for the grant.
- Make appropriate changes/corrections in application as instructed by CRA staff
- Completed application needs to be received at least four (4) weeks before the next CRA Advisory Committee Meeting and the CRA Board Meeting to be placed on the agenda.
- Applicant or representative is required to attend both meetings.
- Once application has been considered for approval/denial by both boards, staff will notify applicant for next steps.
- If approved, an agreement will be drafted and needs to be executed prior to starting the work.
- Grantee will need to complete Vendor Registration forms and a W-9 to be reimbursed.
- If the project is denied, applicant can re-apply within a year of original request.

## **PAYMENT PROCESS**

The Grantor will issue no more than four payments during the project. Upon completion of each phase of the project, program staff will inspect the project to ensure compliance with the approved plans and budget. Every reimbursement request must include:

1. An invoice from the grantee request to be reimbursement with itemized expenses
2. Front and back copies of cancelled checks
3. For Rehabilitation and Business Attraction/Expansion Grants, which require a match, the match must be shown at every reimbursement.
4. Invoices for each payment made to contractors/vendors
5. Partial Release of lien from each contractor/vendor for the amount specifically paid
6. Pictures showing progression of project
7. Copies of permits pulled, inspections and final inspection

The Grantor will **reimburse** the Grantee for the grant amount established in the agreement by issuing a check up to six weeks after staff inspections and after proper documentation has been submitted for each phase of the project.

Final payment, which should be no less than 20% of the grant, will be issued after all work has been completed, all the above mentioned documentation has been reviewed and accepted by the Grantor, Certificate of Occupancy, Certificate of Use and Business Tax Receipt are provided and leasing and other program requirements have been met.

### **MONITORING PROCESS**

Staff will monitor progression of the project through photo/video documentation, in addition to comments to the file.

After project is complete, staff will monitor the business/structure for the required three to five years and will follow the monitoring steps outline in the CRA SOP.

### **PUBLICITY**

By accepting this grant the grantee shall recognize the CRA as a funding source for all the activities outline in the application and agreement. 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 shall have the landlord agree to have a sign placed on the property by the CRA in relation to this grant.

## **EXHIBIT “C”**

### **Scope of Work**



## Itemized Total Project Cost

### Work

### Cost

Lighting/Electrical	\$5,000
Signage	\$1,000
Planters, barrier pots, plants	\$5,000
Fence	\$2,000
Sound System	\$1,000
Artificial turf	\$4,000
Sail Shades	\$1,000
Pavers/Rock Installation	\$5,000
Architectural Design	\$1,000
Total	\$25,000