

NMCRA COMMERCIAL GRANTS PROGRAM

FIRST AMENDMENT TO BUSINESS ATTRACTION & EXPANSION GRANT AGREEMENT

THIS FIRST AMENDMENT TO GRANT AGREEMENT (the “First Amendment”) is made and entered into as of November 26, 2024, by and between the **NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY**, a public body corporate and politic (the “CRA”), having an address at 735 NE 125th Street, Suite 100, North Miami, Florida 33161, and **MICHELLE FAMILY KITCHEN NM INC.**, a Florida corporation (the “Grantee”) having an address at 880 N.E. 138th Street, North Miami, Florida 33161.

RECITALS

1. The CRA and the Grantee entered into that certain Business Attraction & Expansion Grant Agreement dated March 10, 2022 (the “Agreement”).

2. The CRA and the Grantee desire to amend the Agreement in certain respects as set forth in this First Amendment.

NOW, THEREFORE, in consideration of 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; Defined Terms. The Recitals set forth above are true and correct and are incorporated in this First Amendment by reference. Any defined terms not defined in this First Amendment shall have the meanings ascribed to them in the Agreement.

Section 2. Increase of Funding. The Grant is hereby increased by an additional One Hundred Thousand and 00/100 Dollars (\$100,000.00) for a increased total Grant of Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00), all subject to the terms and conditions of the Agreement. All references in the Agreement shall mean and refer to the Grant amount as increased by this First Amendment.

Section 3. Reimbursement Request. The following is hereby added to the end of Section 5.1:

“Notwithstanding anything in this Agreement to the contrary, Grantee’s right to receive the Grant or any portion thereof is expressly subject to and contingent upon each reimbursement request containing documentation in a form and substance acceptable to the NMCRA in all respects that the Grantee has equity or debt or a combination thereof in an amount sufficient to complete the Project (i.e., all hard and soft costs less the amount of the Grant), which documentation of (a) equity shall be in the form of statements of bank accounts in the name of the Grantee and/or (b) debt that the closing of the loan(s) evidencing such debt has occurred and the loan proceeds are in the bank account of the Grantee. In the event that the Grantee does not provide

such documentation or such documentation does not show that the that the Grantee has equity or debt or a combination thereof in an amount sufficient to complete the Project, the NMCRA may withhold any further disbursements of the Grant until such time as the Grantee complies with the forgoing and/or reduce the remaining amount of the Gant or cancel the remaining amount of the Grant all in its sole discretion.”

Section 4. Notices. Section 15 is hereby amended to provide the following address for notices to the CRA:

CRA: Anna-Bo Emmanuel, Esq.
Executive Director
North Miami Community Redevelopment Agency
735 N.E. 125th Street, Suite 100
North Miami, Florida 33161
Telephone No. (305) 895-9839
Facsimile No. (305) 895-9822

Copy to: Steven W. Zelkowitz, Esq., NMCRA Attorney
Taylor English Duma LLP
2 S Biscayne Boulevard, Suite 2500
Miami, Florida 33131
Telephone No. (786) 840-1437
Facsimile No. (770) 434-7376

Section 5. Ratification; Conflicts. Except as set forth in this First Amendment, the Agreement remains unmodified and in full force and effect and the parties hereby ratify all of the terms and conditions set forth in the Agreement. In the event of any conflicts between the terms of the Agreement and this First Amendment, this Frist Amendment shall control.

Section 6. Counterparts; Facsimile Signatures. This First Amendment may be executed in any number of counterparts, each of which shall be considered an original for all purposes; provided however, that all such counterparts shall together constitute one and the same instrument. This First Amendment may be executed by PDF, DocuSign or similar reprographic format or by facsimile, and by email or facsimile transmission signatures all of which shall be deemed as original signatures.

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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:

MICHELLE FAMILY KITCHEN NM INC.,
a Florida corporation

By: *Michelle Pierre Louis*

Marie M. Pierre Louis
President

CRA:

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

By: 

Anna-Bo Emmanuel, Esq.
Executive Director

Attest:

By: 

Vanessa Joseph, Esq.
NMCRA Secretary

Approved as to form and legal sufficiency:

By: 

Taylor English Duma LLP
NMCRA Attorney