

This Instrument Prepared by
and After Recording Return to:

Steven W. Zelkowitz, Esq.
Taylor English Duma LLP
2 S. Biscayne Boulevard, Suite 2050
Miami, FL 33131

Parcel Identification Number:
06-2230-004-0500

MEMORANDUM OF GRANT AGREEMENT

THIS MEMORANDUM OF GRANT AGREEMENT (the “Memorandum”) is made and entered into as of December 12, 2023, by and between the **NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY**, a public body corporate and politic (the “NMCRA”) having an address at 735 N.E. 125 Street, Suite 100, North Miami, Florida 33161, and **652 NE 128 ST LLC**, a Florida limited liability company (the “Grantee”), having an address at 16070 N.E. 9th Avenue, Miami, Florida 33162.

RECITALS

1. CRA and Grantee have entered into that certain Rehabilitation Grant Agreement of even date herewith (the “Grant Agreement”) pursuant to which the NMCRA provided a Rehabilitation Grant to the Grantee for the purpose of, among other things, providing financial assistance for improvements while also reducing the incidence of slum and/or blighted conditions in the NMCRA Redevelopment Area at the real property as more particularly described on Exhibit “A” attached hereto with the address of 652 N.E. 128th Street, North Miami, Florida 33161.

2. NMCRA and Grantee desire to place all persons upon notice of existence of the Grant Agreement.

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

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

2. Purpose. This Memorandum is filed of record in Official Records of Miami-Dade County, Florida to give constructive notice to all parties of the existence of the Grant Agreement which Grant Agreement contains certain reimbursement and repayment obligations of the Grantee in certain circumstances including, but not limited to, the repayment of the Grant in full to the NMCRA if the Grantee, sells, transfers, conveys, or otherwise alienates the Property, in whole or

in part, during the term of the Grant Agreement or during the five (5) year period following completion of the Project.

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

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

GRANTEE:

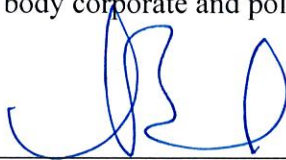
652 NE 128 ST LLC,
a Florida limited liability company

By: Strategic Capital Alliance, LLC,
a Florida limited liability company,
as Manager

By: 
Chaim Breier
Managing Member

NMCRA:

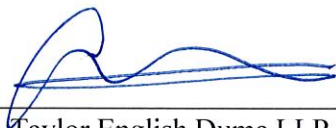
NORTH MIAMI COMMUNITY
REDEVELOPMENT AGENCY,
a public body corporate and politic

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

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

The foregoing was acknowledged before me by means of (check one) ☐ physical presence or ☐ online notarization this _____ day of January, 2024, by Chaim Breier, as the Managing Member of Strategic Capital Alliance, LLC, a Florida limited liability company, as Manager of 652 NE 128 ST LLC, a Florida limited liability company, on behalf of the companies, who (check one) ☐ is personally known to me or ☐ has produced a _____ 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 January, 2024, by Anna-Bo Emmanuel, as Executive Director of the North Miami Community Redevelopment Agency, who (check one) ☐ is personally known to me or ☐ has produced a Florida driver's license as identification.

My Commission Expires:

Notary Public
Print Name:_____

EXHIBIT "A"

Legal Description of the Property

Lots 37, 38 and 39, in Block 11, of FIRST ADDITION TO IRONS MANOR, according to the Plat thereof, as recoded in Plat Book 16, Page 62, of the Public Records of Miami-Dade County, Florida.