

NMCRA COMMERCIAL GRANTS PROGRAM

BUSINESS ATTRACTION & EXPANSION GRANT AGREEMENT

THIS GRANT AGREEMENT (the "Agreement") is made and entered into as of July 8, 2025, by and between the **NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY**, a public body corporate and politic (the "CRA"), having an address at 735 N.E. 125th Street, Suite 100, North Miami, Florida 33161, and **NMB VOLLEYBALL ACADEMY LLC**, a Florida limited liability company (the "Grantee"), having an address at 3400 N.W. 38th Avenue, Lauderdale Lakes, Florida 33309.

RECITALS

1. The Commercial Grants Program (the "Program") facilitates improvements to business and residential structures in the NMCRA'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 NMCRA Redevelopment Area.

2. The Business Attraction and Expansion Grant Program will fund up to fifty percent (50%) of the total project cost to the owners or lessees of eligible commercial buildings towards specifically defined, and approved costs that are related to relocation and attraction of businesses to the NMCRA Community Redevelopment Area in an amount up to Two Hundred Thousand and 00/100 Dollars (\$200,000.00) or such other higher amount as may be approved by the NMCRA Board per building on a reimbursement basis.

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 12200 N.E. 14th Avenue, North Miami, Florida 33161, and Grantee has applied to the CRA for a Business Attraction & Expansion Grant with the scope of work to include interior and exterior painting, lighting, new HVAC systems, gym equipment, roof repairs, an irrigation system, electrical upgrades, plumbing improvements, and the creation of a student study area.

4. At a duly noticed public meeting held on July 8, 2025, the NMCRA Board approved an award to the Grantee of a Business Attraction & Expansion Grant in the amount of TWO HUNDRED THOUSAND AND 00/100 DOLLARS (\$200,000.00) (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. The 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 the 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 NMCRA 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 NMCRA set forth in this Agreement, any portion of the Grant for which a reimbursement request has not been submitted by Grantee to the NMCRA 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. The Grantee agrees to use the Grant solely for the reimbursement of costs and expenses paid by the Grantee for the performance of the Scope of Work subject to and in accordance with this Agreement and the Program Guidelines. The 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. The 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. The 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. The 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 NMCRA with copies of the fully executed architect and contractor agreements and, at the request of the NMCRA, 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. The Grantee acknowledges and agrees that should Program funding be reduced or unavailable, the amount payable under this Agreement may be reduced by the NMCRA. Availability of Grant funds shall be determined by the NMCRA, in its sole discretion. The Grantee waives any and all claims against the NMCRA for any reduction or unavailability of funding. The Grantee will not look to, nor seek to hold liable, the NMCRA, 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

NMCRA and the Related Parties harmless and release the NMCRA 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 NMCRA agrees to disburse the Grant to the 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 NMCRA. 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 NMCRA by the 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. 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 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 foregoing and/or reduce the remaining amount of the Grant or cancel the remaining amount of the Grant all in its sole discretion. The NMCRA 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 NMCRA, the Grantee shall be deemed to acknowledge and agree, and represent to the NMCRA, 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 NMCRA to the 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 NMCRA may directly pay the Grantee's vendors provided that the NMCRA 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 the Grantee, all in a form and substance acceptable to the NMCRA. Notwithstanding anything in this Agreement to the contrary, the NMCRA, 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 the Grantee provides the NMCRA with written documentation, in a form and substance acceptable to the NMCRA 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 NMCRA, 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 NMCRA. No request for reimbursement shall be processed without an expenditure report and the NMCRA 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 NMCRA. The payment of any reimbursement request by the NMCRA 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 the Grantee that it is the 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, the 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, the 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 NMCRA in each instance; provided, however, the Grantee may make minor or cosmetic alterations without the consent of the NMCRA.

Section 7. Additional Requirements.

7.1 Occupation Requirements. The Grantee is required to open for business within thirty (30) days from Final Completion of the Project, subject to extension for Force Majeure. For purposes of this Agreement, open for business means that the Grantee has received all City licenses (i.e., certificate of use and business tax receipt) and other governmental approvals for the use and occupancy of the Project for its intended use. If the foregoing occupational requirements are not met within one hundred eighty (180) days from Final Completion of the Project, notwithstanding anything in this Agreement to the contrary, all funding or Grant disbursements shall immediately terminate and the Grantee agrees to immediately pay to the NMCRA the portions of the Grant disbursed subject to the limitations set forth in Section 12.2 below.

7.2 Job Creation, Retention and Verification. The Grantee hereby agrees that preference for all jobs (including construction positions) related to the Project will be given (a) first to Community Redevelopment Area ("CRA") residents and (b) second, to City residents for all remaining jobs. The Grantee agrees to use its best efforts to comply with (a) and (b) above for a period of five (5) years following Final Completion. Grantee hereby acknowledges and agrees that the funding by the NMCRA is predicated upon this covenant by the Grantee, that the failure of the Grantee to use its best efforts to comply with this objective will constitute a material default

under the terms of this Agreement. Accordingly, if the Grantee fails to hire any employees from the CRA and/or the City and cannot demonstrate in writing to the reasonable satisfaction of the NMCRA that the Grantee used its best efforts, and that any such failure shall require the Grantee to repay the Grant provided by the NMCRA in full as set forth in the last sentence of this Section 7.2. For purposes of this Agreement, a "job" shall mean a full-time job or the equivalent thereof (consisting of at least 30 hours per week of employment and eligibility for all customary benefits generally available for full-time employees of the Grantee) with the Grantee, at a wage at least equal to Living Wage Ordinance promulgated by the County. Notwithstanding anything in this Agreement to the contrary, in the event of a breach by Grantee of this Section 7.2 that remains uncured for thirty (30) days following written notice from the NMCRA, the NMCRA may seek reimbursement of the Grant as a remedy pursuant to Section 12.2 below.

7.3 Verification of Jobs. Upon commencement of business operations and every six (6) months following Final Completion, the Grantee shall submit a written certification to the NMCRA stating that the Grantee's baseline job numbers are either in compliance or not in compliance with the requirements of Section 7.2. Such certification shall be signed by an officer of Grantee as being true and correct in all material respects. If at any time the NMCRA reasonably believes that that Grantee is in default of the requirements of Section 7.2, upon notice, the NMCRA, or its designee, shall be provided full and complete access to all records of the Grantee that would be reasonably necessary to verify the number and types of jobs created, and the wages paid to employees. Subject to the notice and grace provisions of Section 12, failure to provide such access upon reasonable request shall constitute a material default under the terms of this Agreement. With respect to all information to be obtained pursuant to this Section, the NMCRA shall, to the extent permitted by law comply with all privacy, employment and other laws applicable thereto.

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 the Grantee, its agents and employees, are not agents or employees of the NMCRA, but are only recipients of funding support, and is not an agent or instrumentality of the NMCRA or entitled to any employment benefits by the NMCRA.

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 the Grantee is the owner of the Property and either (a) the 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 the 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 the Grantee agrees to immediately pay to the NMCRA one hundred percent (100%) of the Grant received through the Program. If the Grantee is the lessee of the Property and either (a) the 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 the 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 the Grantee agrees to immediately pay to the NMCRA 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 NMCRA (the "ICA"). The Grantee agrees that such provisions constitute material obligations on the part of the 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 NMCRA for new commercial and residential developments to be constructed within the NMCRA 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 NMCRA which will benefit primarily the residents of the NMCRA 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 NMCRA Redevelopment Area that are unemployed or underemployed. Depending on the worker or employee to be hired, the NMCRA 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 NMCRA acknowledge and agree that (a) this Agreement is intended to constitute the community benefits agreement and (b) the 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 NMCRA to include in its contracts or grant agreements a "clawback" provision that requires the NMCRA 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 NMCRA 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 NMCRA acknowledge and agree that Section 12 of this Agreement is intended to constitute the clawback provisions required by the ICA.

Section 11. Books and Records; Public Records, Reports, Reporting.

11.1 Books and Records. The 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 NMCRA, all such books and records of the Grantee which relate to the Project shall be available for inspection and audit by the NMCRA or any of its authorized representatives at all reasonable times during normal business hours. The NMCRA shall be entitled to make such copies of the books and records as the NMCRA deems appropriate. The 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.

11.2 **Public Records.** Both Parties understand that the NMCRA is subject to the Florida Public Records Law, Chapter 119, Florida Statutes, and all other applicable Florida Statutes. The Grantee agrees and understands that Florida has broad public records disclosure laws, and that any written communication with the Grantee, to include emails, email addresses, a copy of this Agreement, and any deliverables under this Agreement, are subject to public disclosure upon request, unless otherwise exempt or confidential under Florida Statute. If the materials provided by the Grantee do not fall under a specific exemption, under Florida or federal law, materials provided by the Grantee to the NMCRA would have to be provided to anyone making a public records request. It will be the Grantee's duty to identify the information, which it deems is exempt under Florida law, and to identify the statute by number, which exempts that information.

11.2.1 Grantee shall ensure that public records which are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement and following termination of the Agreement if the Grantee does not transfer the records to NMCRA.

11.2.2 Pursuant to Section 119.0701, Florida Statutes, a request to inspect or copy public records relating to this Agreement must be made directly to the NMCRA. The Grantee shall direct individuals requesting public records to the public records custodian listed below. Should any person or entity make a public request of the NMCRA which requires or would require the NMCRA to allow inspection or provide copies of records which the Grantee maintains are exempt from public records laws or are confidential, it shall be the Grantee's obligation to provide the NMCRA within seven (7) days of notification by the NMCRA to the Grantee of the request, of the specific exemption or confidentiality provision so the NMCRA will be able to comply with the requirements of section 119.07(1)(e) and (f), Florida Statutes.

11.2.3 Should the NMCRA face any kind of legal action to require or enforce inspection or production of any records provided by Grantee to the NMCRA which Grantee maintains are exempt or confidential from such inspection/production as a Public Record, Grantee shall hire and compensate attorney(s) who shall represent the interests of the NMCRA as well as the Grantee in defending such action. The Grantee shall also pay any costs to defend such action and shall pay any costs and attorney's fees which may be awarded pursuant to section 119.12, Florida Statutes.

IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE NMCRA'S CUSTODIAN OF PUBLIC RECORDS CITY CLERK'S OFFICE, CITY OF NORTH MIAMI, 776 N.E. 125TH STREET, NORTH MIAMI, FLORIDA 33161, PHONE (305) 895-9817, VAJOSEPH@NORTHMIAMI.FL.GOV.Section

Section 12. Breach of Agreement; Remedies; Security Interest.

12.1 Breach. A breach by the Grantee under this Agreement shall have occurred if: (a) the Grantee fails to complete the Project as set forth in this Agreement; (b) the Grantee ineffectively or improperly uses the Grant allocated under this Agreement; (c) the Grantee does not receive all permits and/or governmental approvals for the Project as required by applicable law; (d) the 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) the Grantee refuses to allow the NMCRA access to records or refuses to allow the NMCRA to monitor, evaluate, and review the 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) the Grantee makes or allows to be made any changes, alterations, or modifications to the completed Project without the prior written consent of the NMCRA, (h) the Grantee discriminates in violation of any Federal, State, or local law; (i) the Grantee attempts to meet its obligations under this Agreement through fraud, misrepresentation, or material misstatement; (j) the Grantee fails to obtain final certificates of occupancy or completion, as applicable, for the Project; (k) the 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 NMCRA and/or the City and Grantee; (m) an event of default occurs with respect to any loan to the 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), the Grantee agrees to provide the NMCRA with copies of any notices of default given by any lender and/or landlord.

12.2 Remedies. Immediately upon the breach of this Agreement by Grantee as set forth in Section 12.1 above, in addition to all rights and remedies available at law or in equity and as may be set forth herein, the NMCRA may terminate this Agreement by giving written notice to the 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 the Grantee under this Agreement; or (b) terminate or cancel any other agreements entered into between the NMCRA and the Grantee. The 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.

12.3 No Waiver. No express or implied consent or waiver by the NMCRA to or of any breach or default by the Grantee in the performance or non-performance by the 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 the Grantee of the same or any other obligations of such other Party hereunder. Failure by the NMCRA to complain of any act or failure to act of the Grantee or to declare the Grantee in default, irrespective of how long such failure continues will not constitute a waiver by the NMCRA of its rights hereunder. The giving of consent by the NMCRA in any one instance will not limit or waive the necessity to obtain the NMCRA's consent in any future instance.

12.4 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 NMCRA a continuing lien and security interest upon the Collateral (as defined below). Grantee represents and warrants to the NMCRA 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 NMCRA 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, NMCRA's security interest under this Agreement shall terminate and NMCRA shall execute and deliver to the Grantee a UCC-3 termination statement or similar documents and agreements to terminate all of NMCRA'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.

12.5 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 NMCRA (the "ICA"). The Grantee agrees that such provisions constitute material obligations on the part of the 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.

12.5.1 Recovery of Grant Funds. The ICA requires the NMCRA to include in its contracts or grant agreements a "clawback" provision that requires the NMCRA 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 NMCRA 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 NMCRA acknowledge and agree that Section 12 of this Agreement is intended to constitute the clawback provisions required by the ICA.

Section 13. Indemnification by Grantee. The Grantee hereby covenants and agrees to indemnify and hold harmless the NMCRA 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 NMCRA 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 the Grantee or its employees, agents, servants, partners, principals, or subcontractors. The Grantee shall pay all claims and losses and shall investigate and defend (with legal counsel acceptable to NMCRA) all claims, suits, or actions of any kind or nature in the name of the NMCRA, where applicable, including appellate

proceedings, and shall pay all costs, judgments, and attorney's fees and costs which may issue. The Grantee expressly understands and agrees that any insurance required by this Agreement or otherwise provided by the Grantee shall in no way limit the responsibility to indemnify, keep, and save harmless and defend the NMCRA and the Related Parties. Nothing contained in this Agreement shall be construed to affect the NMCRA's right of sovereign immunity as provided in Chapter 768, Florida Statutes. Additionally, the NMCRA does not waive sovereign immunity, and no claim or award against the NMCRA shall include attorney's fees, investigative costs, or pre-judgment interest.

Section 14. 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 NMCRA designate the following as the respective places for giving such notice:

NMCRA: 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
Email: aemmanuel@northmiamifl.gov

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

Grantee: Jose Padilla, Manager
NMB Volleyball Academy LLC
3400 N.W. 38th Avenue
Lauderdale Lakes, Florida 33309
Telephone No. (786) 877-2850
Facsimile No. () _____
Email: chema@nmbvbl.com

Section 15. Inspections. At any time during normal business hours, the NMCRA or any of its agents, shall have the right to enter the Property, to examine the same for purpose of ensuring Grantor's compliance with the terms and provisions of this Agreement.

Section 16. Limitation of Liability. The NMCRA desires to enter into this Agreement only if in so doing the NMCRA 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 NMCRA 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 NMCRA 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 NMCRA's liability as set forth in Chapter 768, Florida Statutes. Additionally, the NMCRA does not waive sovereign immunity, and no claim or award against the NMCRA shall include attorney's fees, investigative costs or pre-judgment interest.

Section 17. Miscellaneous.

17.1 Publicity. It is understood and agreed between the Parties that this Grantee is receiving funds by the NMCRA. Further, by the acceptance of these funds, the Grantee agrees that activities funded by this Agreement shall recognize the NMCRA as a funding source. The Grantee shall ensure that any publicity, public relations, advertisements, and signs recognize the NMCRA for the support of all contracted activities. Grantee shall permit a sign to be placed upon the Property by the NMCRA relative to this Agreement during the construction of the Project.

17.2 Compliance with Laws. The 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 the 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.

17.3 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 NMCRA Board and signed by the NMCRA and the Grantee.

17.4 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.

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

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

17.7 Extent of Agreement. This Agreement represents the entire and integrated agreement between the NMCRA and the Grantee and supersedes all prior negotiations,

representations, or agreements, either written or oral.

17.8 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.

17.9 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.

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

17.11 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.

17.12 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.

17.13 Recording. Grantee agrees that the NMCRA 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 NMCRA and the 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.

17.14 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.

17.15 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 the Grantee entitling the NMCRA 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 NMCRA. Grantee shall not do or permit anything to be done that would invalidate the insurance policies required herein. Certificates of insurance, acceptable to NMCRA, evidencing the existence and amount of each insurance policy required hereunder shall be delivered to NMCRA 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 NMCRA 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 NMCRA. The limits of insurance shall not limit the liability of Grantee or relieve Grantee of any obligation hereunder.

17.16 Prevailing Party's Attorney's 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.

Section 18. Lease Requirements.

18.1 Reference is made to that certain Commercial Lease dated May 15, 2025, between PRESTIGE CITYVIEW LLC, a Florida limited liability company, as Landlord, and Grantee, as Tenant (the "Lease"). Grantee represents and warrants to the NMCRA 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 NMCRA by the 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 NMCRA. 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 completion of the Project, such shall be considered a material default of this Agreement and all funding or Grant disbursements shall immediately terminate and the Grantee agrees to immediately pay to the NMCRA one hundred percent (100%) of the Grant received through the Program. Grantee agrees to simultaneously provide the NMCRA with copies of any correspondence alleging a default by either party or both under the Lease, as well as any correspondence terminating the Lease.

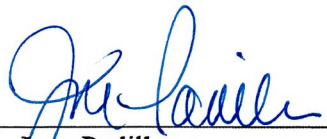
18.2 Grantee further hereby represents and warrants to the NMCRA that (a) the Landlord has consented in writing to (i) the Grantee receiving the Grant, (ii) the improvements to the Property pursuant to the Scope of Work, and (iii) the filing and recording of a UCC-1 Financing Statement with the Florida Secured Transactions Registry and in the Public Records of Miami-Dade County, respectively, perfecting the NMCRA'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, the Grantee shall provide the NMCRA with written confirmation of the foregoing signed by the Landlord, which confirmation shall be in a form and substance as provided by the NMCRA. In furtherance of subsection (iii) above, Grantee hereby grants the NMCRA a security interest in the Project improvements as security for Grantee's obligations to the NMCRA under this Agreement arising now or in the future.

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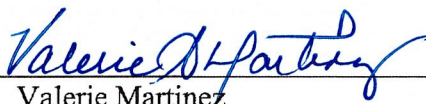
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective and duly authorized officers the day and year first above written.

GRANTEE:

NMB VOLLEYBALL ACADEMY LLC,
a Florida limited liability company

By: 

Jose Padilla
Manager

By: 

Valerie Martinez
Manager

NMCRA:

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

By: 

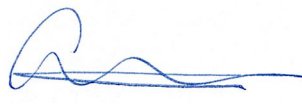
Anna-Bo Emmanuel, Esq.
Executive Director

Attest:

By: 

Vanessa Joseph, Esq.
NMCRA Secretary

Approved as to form and legal sufficiency:

By: 

Taylor Duma LLP
NMCRA Attorney

EXHIBIT "A"

Legal Description of the Property

The South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, of Section 29, Township 52 South, Range 42 East, lying East of Florida East Coast Railway Right of Way, less the North 20 feet of the West 245 feet of the East 280 feet, less the South 136 feet and also less the East 35 feet thereof, lying and being in Miami-Dade County, Florida.

EXHIBIT “B”

Program Guidelines



Commercial Grants Guidelines

**735 NE 125th Street, Suite 100
North Miami, FL 33161
Phone: (305) 895-9839 | Fax: (305) 895-9822
www.northmiamicra.org**

North Miami NMCRA 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, Mixed Income Housing, Housing Development and 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 boundaries;
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; and/or
5. Must show quantifiable benefits to the community.

Universal Requirements for Commercial Grant Programs

All applicants must comply with the following:

1. Primary property use must be commercial.
2. All applicable City of North Miami, county, and state licenses must be up to date.
3. Applicants must provide preliminary designs, color photos, and relevant project documentation.
4. Applicants must not have any outstanding liens, violations, pending litigation, or unpaid real/tangible property taxes.
5. Applications must be completed in full, signed, and submitted for consideration.
6. Applicants must meet with NMCRA staff before applying to confirm eligibility and program alignment.
7. Applications must be submitted online via www.northmiamicra.org.
8. Property owners must notify tenants about proposed improvements before the project begins.

9. Tenants must obtain landlord approval and have the property owner sign a Landlord's Certificate provided by the NMCRA.
10. Applicants must submit at least three (3) competitive cost estimates from contractors acceptable to the NMCRA.
11. The NMCRA may require additional improvements to be included as a condition of approval.
12. Applicants must abide by all applicable ordinances, building codes, and laws.
13. The property must legally conform to City of North Miami zoning and development regulations.

Priority Business Categories

The NMCRA prioritizes businesses that enhance the city's desired retail mix and contribute to the economic and cultural vibrancy of North Miami. Examples of preferred business types include:

1. Entertainment
2. Restaurants (*full-service, fast-casual, and /or high-end dining*)
3. Breweries & Craft Beverage Establishments.
4. Kitchen or Restaurant Halls/Incubators (*shared-use culinary spaces*).
5. Creative Workspaces.
6. Recording/Production Studios for Film & Music Industry.
7. Coffee Shops & Cafés (*independent, locally owned*).
8. Fresh Produce Markets & Farmers' Markets.
9. Performing Arts Spaces.
10. Specialty Retail Stores

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

COMMERCIAL GRANT PROGRAMS

FACADE GRANT PROGRAM

The Facade Grant Program provides up to \$30,000 with no match requirement to eligible commercial property owners or business operators for exterior-only improvements. This grant is conditioned upon the successful completion of a five (5)-year maintenance period on the improved property.

Requirements

1. All proposed enhancements must result in visible improvements to the business/property and its surrounding streetscape.
2. Interior renovations are not eligible under this grant.
3. The business/property must have commercial space on the ground floor.
4. The property must have direct street frontage and pedestrian access (*non-visible rear or side facades are not eligible*).
5. The applicant must provide valid business tax receipts (BTRs) and any additional documentation confirming business activity.
6. Applicants must select contractors from a NMCRA-approved contractor pool to ensure quality standards.
7. Recipients must sign a 5-year maintenance agreement ensuring improvements are maintained in good condition.
8. Tenants must have a minimum of a 5-year lease agreement, plus a buildout period with the property owner to comply with the required maintenance period.
9. Failure to comply may result in grant repayment obligations.

Eligible Uses for Funding

- Storefront window & door replacement (*impact-resistant only*).
- Exterior painting & stucco repair (*must comply with city code*).
- Signage upgrades (*must comply with the city code*).
- Lighting & security enhancements (*fixtures, cameras, fencing, gates*).
- Awnings & canopies (*shading & weather protection*).
- Landscaping & beautification (*planters, decorative elements*).
- Parking lot, driveway, & sidewalk repairs (*ADA compliance included*).
- Green building improvements (*LED lighting, energy-efficient doors/windows*).

Compliance & Accountability

- Failure to complete the project as approved may result in grant repayment.
- If a property owner sells the building or terminates leases within 5 years, they must repay 100% of grant funds received.

BUSINESS ATTRACTION & EXPANSION GRANT PROGRAM

The Business Attraction & Expansion Grant will cover 50% of the project cost up to \$200,000, toward specifically defined, and approved costs that are related to relocation and attraction of businesses to the NMCRA area. This program is best suited for businesses previously not located within the boundaries of the NMCRA 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. If a property owner, the applicant must have either proof of property ownership or signed documents showing a bona fide intent to purchase the property in the NMCRA.
2. If the applicant is a tenant must have a signed lease or provide documentation proving an intent to sign a lease.
 - I. *The lease term must cover a minimum of 5 years, plus the buildout period.*
 - II. *If the buildout takes 6-12 months, the lease term must be at least 5 years + the renovation period (e.g., if the buildout takes 6 months, the lease must be for at least 5.5 years).*
 - III. *The lease commencement date must align with project completion to ensure businesses can fully benefit from the improved space.*
3. If the property is vacant, the property owner agrees that the NMCRA shall have the first right to assist in securing a tenant once the project is completed.
4. Businesses must have at least 3 years of operational history in a similar industry.
5. Property owners must provide a signed lease agreement before final grant disbursement.
6. A business plan is strongly recommended for businesses relocating to the redevelopment area.
7. The applicants must show proof of financial capacity.
 - I. To ensure businesses have the necessary capital to complete their required match, they must submit bank statements, loan approvals, or investor commitments before receiving any grant reimbursement.
8. To qualify as an Expansion, the business must add at least half of the existing square footage. Example current 750 sq. ft. expansion to 1,500 sq. ft.
9. Every effort must be made to hire North Miami residents.

The NMCRA Board, 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, the applicant must abide by the following:

1. Businesses receiving grants set above the threshold must hire at least 30% North Miami residents for the duration of the maintenance period.

2. Proof of hiring must be submitted via W-2s, payroll records, or workforce agreements.

Eligible Uses for Funding:

Exterior Building & Structural Improvements

- Impact Windows & Doors (*hurricane-resistant, energy-efficient*)
- Awnings & Canopies (*weather protection, branding enhancements*)
- Exterior Painting & Stucco Repair (*must follow NMCRA facade standards*)
- Roof Repairs/Replacements
- Signage (*must comply with city zoning & design requirements*)
- Security Enhancements (*Cameras, Fencing, Gates*)
- ADA Compliance Enhancements (*stairs, ramps, handrails, automatic doors*)
- Green Improvements (*solar panels, LED lighting, water conservation systems*)
- Landscaping & Beautification (*planters, trees, pedestrian-friendly spaces*)
- Parking Lot, Driveway & Sidewalk Upgrades (*ADA compliance included*)

Interior Improvements

- Interior/Exterior Lighting & Fixtures (*energy-efficient LED, safety lighting*)
- Interior Renovation (*walls, ceilings, non-cosmetic upgrades*)
- Electrical Upgrades (*modernization, increased capacity, safety compliance*)
- Plumbing & HVAC Enhancements (*air filtration, water conservation systems*)
- Flooring (*commercial-grade, ADA-compliant surfaces*)

Structural & Functional Upgrades

- Loading Docks & Freight Access (*for logistics & commercial operations*)
- Architect/Engineer Fees (*project planning, compliance with NMCRA & city codes*)
- Work Complimentary to These Upgrades (*as approved by the NMCRA on a case-by-case basis*)

Ineligible Uses

- New Construction (*only rehabilitation or renovations allowed*)
- Temporary Structures or Mobile Businesses (*must be permanent commercial spaces*)
- Business Operating Expenses (*payroll, rent beyond allowable period, working capital*)
- Unpermitted or Non-Compliant Work (*must meet zoning & building codes*)

REHABILITATION GRANT PROGRAM

The Commercial Rehabilitation Grant Program provides financial assistance to existing businesses and commercial property owners within the NMCRA redevelopment area. The goal of the program is to improve aging or underutilized commercial properties, ensuring they remain functional, attractive, and competitive in the evolving business environment.

This grant covers up to 50% of the total cost of interior and exterior improvements, with a maximum grant amount of \$100,000 per project.

Requirements

1. If a property owner, the applicant must have either proof of property ownership or signed documents showing a bona fide intent to purchase the property in the NMCRA.
2. If the applicant is a tenant must have a signed lease or provide documentation proving an intent to sign a lease.
 - I. *The lease term must cover a minimum of 5 years, plus the buildout period.*
 - II. *If the buildout takes 6-12 months, the lease term must be at least 5 years + the renovation period (e.g., if the buildout takes 6 months, the lease must be for at least 5.5 years).*
 - III. *The lease commencement date must align with project completion to ensure businesses can fully benefit from the improved space.*
3. If the property is vacant, the NMCRA reserves the first right to assist in securing a tenant once the project is completed.
4. Property owners must provide a signed lease agreement before final grant disbursement.
5. Applicants must show proof of financial capacity
 - IV. To ensure businesses have the necessary capital to complete their required match, they must submit bank statements, loan approvals, or investor commitments before receiving any grant reimbursement.
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. Businesses receiving grants set above the threshold must hire at least 30% North Miami residents for the duration of the maintenance period.

2. Proof of hiring must be submitted via W-2s, payroll records, or workforce agreements.

Eligible Uses for Funding:

Exterior Building & Structural Improvements

- Impact Windows & Doors (*hurricane-resistant, energy-efficient*)
- Awnings & Canopies (*weather protection, branding enhancements*)
- Exterior Painting & Stucco Repair (*must follow NMCRA facade standards*)
- Roof Repairs/Replacements
- Signage (*must comply with city zoning & design requirements*)
- Security Enhancements (*Cameras, Fencing, Gates*)
- ADA Compliance Enhancements (*stairs, ramps, handrails, automatic doors*)
- Green Improvements (*solar panels, LED lighting, water conservation systems*)
- Landscaping & Beautification (*planters, trees, pedestrian-friendly spaces*)
- Parking Lot, Driveway & Sidewalk Upgrades (*ADA compliance included*)

Interior Improvements

- Interior/Exterior Lighting & Fixtures (*energy-efficient LED, safety lighting*)
- Interior Renovation (*walls, ceilings, non-cosmetic upgrades*)
- Electrical Upgrades (*modernization, increased capacity, safety compliance*)
- Plumbing & HVAC Enhancements (*air filtration, water conservation systems*)
- Flooring (*commercial-grade, ADA-compliant surfaces*)

Ineligible Uses

- New Construction (*only rehabilitation or renovations allowed*)
- Temporary Structures or Mobile Businesses (*must be permanent commercial spaces*)
- Business Operating Expenses (*payroll, rent beyond allowable period, working capital*)
- Unpermitted or Non-Compliant Work (*must meet zoning & building codes*)

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 \$1000 can be used for approved business expenses or approved technical support and/or training.

Eligible Uses for the Capacity Building/Business Retention Grant

1. Durable Machinery/Equipment
2. Marketing/Advertising
3. Business Related Insurance
4. Professional Services that directly improve business operations
5. Business Related Training/Conferences
6. Green Rehab Grant Match
7. 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. Only one application per business will be considered.

APPLICATION PROCEDURES:

Step 1: Review Program Guidelines & Eligibility

- Visit northmiamicra.org to review the Grant Guidelines.
- Ensure the project meets all eligibility requirements before proceeding.

Step 2: Pre-Application Consultation (Mandatory)

- Schedule an appointment with NMCRA staff to discuss project details and confirm eligibility Contact: (305) 895-9839 or e-mail cragrants@northmiamifl.gov.
- Meet with NMCRA Staff for a preliminary project review.

- Present conceptual plans, cost estimates, and project timelines.
- Provide proof of site control (*ownership or lease agreement*).
- Submit business tax receipts & any required permits.

Step 3: Submit Online Application & Supporting Documentation

- Complete the application online at www.northmiamicra.org.
- Attach the following required materials:
 - Project Description & Budget.
 - Proof of Ownership or Lease Agreement (*5-year lease + buildout period required*).
 - Proof of Financial Capacity (*bank statements, loan approvals, or investor commitment*).
 - Preliminary Architectural/Engineering Plans (*if applicable*).
 - Photos of Current Property Condition (*before renovation*).
 - Contractor Proposals & Competitive Bids
 - Business Plan (For Businesses Relocating to the NMCRA) (*if required*).

Step 4: NMCRA Staff Review & Verification

- NMCRA staff will review applications within 10-15 business days.
- Applicants will be notified of any missing or incomplete documentation.
- Incomplete applications will not be considered for funding until all required materials are submitted.

Step 5: NMCRA Advisory Committee & NMCRA Board Approval

- If the application meets all requirements, staff will schedule it for review by the NMCRA Advisory Committee & NMCRA Board.
- Completed application needs to be received at least four (4) weeks before the next NMCRA Advisory Committee Meeting and the NMCRA Board Meeting to be placed on the agenda.
- The application is reviewed by:
 1. NMCRA Advisory Committee – Makes a recommendation of approval or denial.

2. NMCRA Board – Makes the final decision on grant approval or denial.

- Applicant Attendance Requirement:
 - All applicants must attend both meetings to answer questions from the Committee and Board.
 - Failure to attend may result in delays or denial of funding.

Step 6: Approval & Grant Agreement Execution

- NMCRA staff will notify the applicant of the Board's final decision.
- If approved, the applicant must sign a formal Grant Agreement before work begins.
- The fully executed Grant Agreement serves as the Notice to Proceed.

Step 7: Project Commencement & Monitoring

- Once the Notice to Proceed is issued, the applicant may begin work on the approved project.
- NMCRA staff will conduct site inspections at various milestones to ensure compliance.
- Applicants must submit reimbursement requests in alignment with the phased reimbursement model.

TERMS & CONDITIONS FOR NMCRA GRANT GUIDELINES

Eligibility & Application Process

- Pre-Application Meeting Required – All applicants must meet with NMCRA staff before applying to confirm eligibility.
- Application Submission – Applications must be submitted online at www.northmiamicra.org or via email at cragrants@northmiamifl.gov.
- Applicants must review all grant guidelines and terms before submission.
- Failure to meet eligibility requirements will result in disqualification from funding.

General Eligibility Requirements

To qualify for an NMCRA grant, applicants must:

- Be located within the NMCRA geographic boundaries.
- Demonstrate visible improvements to the property and surrounding area.

- Ensure the project eliminates slum and blight.
- Align with NMCRA Redevelopment Plan goals and objectives.
- Show quantifiable benefits to the local community.
- Provide proof of up-to-date property tax payments.
- Maintain applicable city, county, and state business licenses.

Additional Eligibility Based on Grant Type:

- Commercial property owners & business operators are eligible for grants *(except for the Capacity Building Grant, which is for business operators only)*.
- Tenants must obtain written property owner approval and provide a lease agreement for at least 5 years + the buildout period *(if applicable)*.
- Mixed-use buildings are eligible, but funds can only be used for commercial portions of the property.

Preference is given to businesses located along North Miami's priority commercial corridors

Eligible Work for Funding

- Exterior Upgrades
- Interior Renovations
- Structural Improvements

Work must be pre-approved and permitted by the City of North Miami before commencement.

Ineligible Businesses & Properties

The following businesses are NOT eligible for NMCRA funding:

- Residential-only properties
- Properties occupied by religious institutions
- Adult bookstores & adult entertainment businesses
- Free-standing liquor stores
- Smoke Shops
- Pawn Shops
- Commercial buildings with ineligible or non-conforming uses under North Miami zoning laws

Payment & Reimbursement Process

- Grant payments are made via reimbursement (*no upfront payments*).
- All work must be NMCRA Board-approved before starting to qualify for reimbursement.
- Reimbursement will follow the phased disbursement model based on project milestones
- Applicants must submit:
 - Itemized invoices & receipts
 - Before-and-after project photos
 - City permits & final inspections (*if applicable*)
 - Proof of payments to contractors (*canceled checks, wire transfers, etc.*)
- Final reimbursement is subject to NMCRA compliance inspection & approval.
Work started without NMCRA approval will not be eligible for reimbursement.

Compliance & Enforcement

- Grantees must sign a 5-year maintenance agreement (*ensuring continued upkeep of improvements*).
- Businesses must remain operational for at least 5 years post-renovation (*or risk grant repayment*).
- If a property owner sells the building or forces lease termination within 5 years, they must repay 100% of the grant.
- If a property is vacant at the time of application, the NMCRA reserves first right to secure a tenant.
- Businesses receiving larger grants must hire at least 30% North Miami residents.

Failure to comply with these requirements may result in legal enforcement and full repayment of grant funds

OCCUPATION REQUIREMENTS

The recipient is required to be open for business within thirty (30) 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.

PAST PROGRAM PARTICIPATION

Buildings that have been previously assisted by the NMCRA 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 owners. New property 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.

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.

The Grantor will **reimburse** the Grantee for the grant amount established in the agreement by issuing a check up to four 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.

Phase	Milestone Requirement	Reimbursement %
Pre-Approval: Financial Readiness Check	Applicant must provide proof of access to capital (e.g., bank statements, loan approval, investor commitment) before submitting the first reimbursement request.	Required Before Any Reimbursement is Issued
Phase 1: Project Start – Permitting & Contracting	Businesses must submit approved permits, executed contractor agreements, and proof of expenditures.	20% of approved grant funds released.
Phase 2: 50% Construction Completion	Business must demonstrate progress toward completion (verified by CRA inspection & contractor invoices, and project reports.	30% of funds released.
Phase 2: 75% Construction Completion	Business must demonstrate progress toward completion (verified by CRA inspection & contractor invoices).	30% of funds released.
Phase 3: 100% Construction Completion & Certificate of Occupancy (CO) Approval	Business must submit a Certificate of Occupancy (CO), final permits, and business licenses.	Final 20% of funds released.

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 NMCRA SOPs.

PUBLICITY

By accepting this grant the grantee shall recognize the NMCRA 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 NMCRA 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 NMCRA in relation to this grant.

EXHIBIT "C"

Scope of Work



CamFran
GENERAL CONTRACTOR

Camfran General Contractor

13511 NE 20th Court, North Miami, FL 33181

Phone: 786-773-9655 | Email: enriquevalverde@camfrancorporation.com

Building Quality, Trust, and the Future

Updated Proposal with Detailed Specs & Construction Process

Client: CHEMA

Project: Interior & Exterior Renovation – Volleyball/Soccer Facility

Location: 12200 NE 14th Avenue, North Miami, FL

Prepared By: CAMFRAN CORPORATION

Date: June 30, 2025

Scope of Work Breakdown 12,312 SQFT

General Scope Includes:

- Site preparation and surface cleaning
- Concrete base repair or treatment as needed
- Application of primer and acrylic court coating system
- Full regulation volleyball line striping
- Optional clear topcoat with anti-slip / UV protection
- Roof isolation / commercial

1. Layout & Install 4 Volleyball Courts – \$60,500

Materials & Specs:

- Surface: Shock-absorbing, anti-slip PVC sport tiles (e.g., Mateflex or equal) in light grey/blue colors with UV protection
- Base: Graded and compacted substrate with vapor barrier (6 mil poly)
- Coating: Two-component polyurethane finish with anti-skid silica aggregate
- Striping: High-durability, non-fading acrylic line paint (regulation NCAA lines)
- Posts/Nets: Powder-coated aluminum volleyball posts, ground sleeves with flush caps, professional-grade net (32 ft) with tensioning system
- Anchoring: Set in concrete with epoxy anchors for safety and durability

Process:

- Layout & site prep
 - Minor base repair and compaction
 - Install vapor barrier
 - Set sleeves and posts
 - Install tile system
 - Paint lines and clean surface
-

2. Remove Wall in Room 106 – \$5,200

Materials & Specs:

- Drywall: 5/8" Type X gypsum board
- Patching: Floor and ceiling patch using Quickcrete patch or self-leveling cement and matching drop ceiling tiles

Process:

- Demolish drywall and studs
 - Remove debris
 - Patch flooring (LVT or concrete to match)
 - Patch ceiling tiles/grid
 - Paint/texture to match existing
-

3. Soccer Field Layout, Goals, 4 Light Posts – \$108,700

Materials & Specs:

- Goals: 4" galvanized steel frame, weather-resistant net
- Light poles: 20' powder-coated steel poles, sealed LED sport lighting (min. 20,000 lumens, 5000K)
- Conduit: Schedule 40 PVC for underground, THWN-2 wiring

- Turf: Minor sod or artificial turf patching as needed (spec Tifway 419 Bermuda or equal)

Process:

- Field grading and layout
 - Install concrete footings for posts
 - Trenching for wiring (18" deep)
 - Electrical connection to existing panel
 - Secure and test lighting system
-

4. Layout Asphalt Driveway – \$12,500

Materials & Specs:

- Binder: 1.5" Base Course + 1.5" Surface Course Asphalt (FDOT Type SP-9.5)
- Edges: Tack coat with prime and seal

Process:

- Clean and grade base
 - Compact base
 - Apply tack coat
 - Lay asphalt courses
 - Roll compact for smooth finish
-

5. New Front Desk / Lobby Remodel – \$8,800

Materials & Specs:

- Studs: 25 ga. galvanized steel studs
- Drywall: 1/2" standard gypsum board
- Countertop: Laminate finish on MDF substrate
- Electrical: 2 duplex receptacles + 1 data
- Paint: Sherwin-Williams Promar 200 (low VOC)

Process:

- Frame and board partitions
- Install counter
- Electrical rough-in
- Paint and finish prep

6. Bathroom Renovations (Rooms 104 & 105) – \$18,000

Materials & Specs:

- Plumbing: Schedule 40 PVC drain lines, PEX supply lines
- Fixtures: ADA toilet (1.28 gpf), wall-hung vanity, Moen single-lever faucet
- Wall Tile: 12"x24" porcelain tile
- Floor: Non-slip ceramic tile
- Exhaust fan: Panasonic 110 CFM Energy Star

Process:

- Demo existing finishes
 - Rough plumbing
 - Tile install
 - Fixture install
 - Paint and sealants
-

7. Vinyl Flooring Install – \$9,500

Materials & Specs:

- Vinyl: 20 mil wear layer, commercial-grade glue-down LVP (e.g., Shaw or Mohawk)
- Trim: 4" rubber base
- Adhesive: Low-VOC pressure-sensitive adhesive

Process:

- Remove existing floor
 - Leveling compound
 - Install LVP in staggered layout
 - Install base
-

8. New Handrail Installation – \$6,400

Materials & Specs:

- Railing: Powder-coated wrought iron, 42" high, 1.5" handgrip
- Anchors: Epoxy bolt system into concrete

Process:

- Fabricate to dimensions
 - Demo old railing
 - Install new anchors
 - Mount handrail & paint
-

9. Add Interior Window – \$7,200

Materials & Specs:

- Frame: Aluminum window frame, 36"x48"
- Glazing: 1/4" laminated safety glass
- Trim: Wood molding with semi-gloss paint

Process:

- Cut drywall and framing
 - Frame opening and insert window
 - Trim and finish to match
-

10. Room 5 – AC Units – \$7,200

Materials & Specs:

- Units: Ductless Mini Split System, 18 SEER, 12,000–18,000 BTU
- Electrical: 240V circuit with disconnect
- Refrigerant: R410A lineset

Process:

- Install mounting bracket
 - Run lineset and electric
 - Mount compressor and handler
 - Test and verify cooling
-

11. Room 3 – Office Setup – \$4,600

Materials & Specs:

- Drywall repair: 5/8" Type X
- Outlets: 4 standard receptacles
- Lighting: 2 LED panel fixtures (2x4, 4000K)

Process:

- Patch/paint walls
 - Electrical layout
 - Light install
 - Clean & finish
-

12. Room 2 – Meeting Room – \$4,100

Materials & Specs:

- Lighting: 3 flush LED round fixtures
- Paint: Sherwin-Williams Duration Home
- Trim: Wood baseboards, 5" height

Process:

- Mask and prep
 - Paint walls/ceiling
 - Install lights
-

13. Room 4 – Storage – \$2,300

Materials & Specs:

- Paint: Sherwin-Williams ProMar 200
- Shelving: Metal wire shelf units (18" deep)

Process:

- Clean and patch
 - Paint walls
 - Install shelving
-

14. Interior & Exterior Painting – \$10,900

Materials & Specs:

- Exterior: Elastomeric waterproof paint
- Interior: Low-VOC acrylic latex
- Prep: Power wash, scrape, caulk

Process:

- Wash/prep
 - Mask areas
 - Spray and back-roll application
-

15. New Exterior Lighting – \$7,800**Materials & Specs:**

- Fixtures: LED wall packs, 5000K, IP65-rated
- Wiring: THWN-2 in conduit

Process:

- Mount fixtures
 - Pull new wiring
 - Connect to photocell/timer
-

16. Upgrade AC Main Unit – \$9,800**Materials & Specs:**

- Unit: 5-ton rooftop package unit, 15 SEER
- Duct: Galvanized rectangular or flex duct (R-8)
- Thermostat: Programmable

Process:

- Disconnect/remove old unit
 - Install curb and connect duct
 - Balance air flow and test
-

17. Ceiling Lights, Switches & Outlets – \$10,000

Materials & Specs:

- Lights: 6" recessed LED cans
- Switches: Decora style
- Wiring: 12 AWG Romex or MC cable

Process:

- Layout per plan
 - Cut holes and run wire
 - Install switches and outlets
 - Test and label circuits
-

18. Supervision, Cleanup & Dumpster – \$7,500**Includes:**

- Daily site supervision (1 superintendent)
 - Final site cleaning
 - (1) 30-yard dumpster per 3 weeks
 - Hauling and tipping fees
-

Optional: Roof Insulation & Waterproofing – \$75,000**Materials & Specs:**

- Insulation: 3" Polyiso rigid board (R-20) or 3" Closed-cell spray foam (R-30)
- Waterproofing: 60 mil white TPO membrane
- Flashing: Aluminum termination bars + sealant
- Code: Miami-Dade approved systems

Process:

- Demo existing membrane/insulation
 - Clean substrate
 - Adhere insulation & membrane
 - Heat-weld seams
 - Final inspection & warranty
-

Cost Summary (Unchanged)

Description	Estimated Cost
Base Construction	\$320,000
Roof Insulation & Waterproofing (Optional)	\$75,000
Total with Insulation	\$395,000

TERMS AND CONDITIONS

1. **Scope Limitation:** This proposal includes only the items expressly listed. Any additional work requested or required due to unforeseen conditions will be treated as a change order and must be approved in writing prior to commencement.
2. **Permits and Inspections:** Camfran Corporation will obtain necessary permits and schedule required inspections. Any delays resulting from government agencies are beyond the contractor's control and may affect the project timeline.
3. **Change Orders:** Any modification to the scope of work, materials, or design must be documented in a signed change order including revised cost and/or time adjustments. Verbal instructions will not be considered binding.
4. **Access and Utilities:** The client shall provide continuous access to the site and all necessary utilities (water, electricity) throughout the duration of construction. Delays caused by restricted access or lack of utilities may result in additional charges.
5. **Payment Terms:** A payment schedule will be established upon contract signing. Progress payments are due based on completion milestones. A final payment shall be made upon substantial completion and acceptance by the City.
6. **Warranties:**
 - o Workmanship: 1-year warranty from the date of substantial completion.
 - o Materials: As per manufacturer's warranty; defects not caused by installation are not the responsibility of Camfran Corporation.

7. **Insurance and Liability:** Camfran Corporation maintains general liability and worker's compensation insurance as required by Florida law. Certificate of insurance will be provided upon request.
8. **Delays and Force Majeure:** Camfran Corporation shall not be held liable for delays due to acts of God, labor strikes, material shortages, or other events beyond its control.
9. **Safety and Site Conditions:** Camfran Corporation will follow OSHA and local safety codes. The work area must remain free of non-construction personnel during work hours for safety and liability purposes.
10. **Dispute Resolution:** Any claims, disputes, or controversies shall first be addressed through mediation. If unresolved, they will be subject to arbitration in accordance with the rules of the American Arbitration Association in the State of Florida.
11. **Termination:** Either party may terminate the agreement with cause and written notice. In such cases, the contractor shall be compensated for completed work and authorized materials ordered or installed.
12. **Ownership of Plans and Documents:** All drawings, specifications, and related documents prepared by Camfran Corporation remain the property of the contractor unless otherwise agreed in writing.

This proposal is valid for 45 calendar days from the date above. Prices are based on market conditions as of July 2025 and may be subject to material or labor cost fluctuations.

This proposal is valid for 45 calendar days from the date above. Prices are based on market conditions as of July 2025 and may be subject to material or labor cost fluctuations.

Prepared by:
Enrique Valverde
CANFRAM CORP



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Florida Profit Corporation
CAMFRAN CORPORATION

Filing Information

Document Number P05000076200
FEI/EIN Number 20-2901112
Date Filed 05/25/2005
State FL
Status ACTIVE

Principal Address

13511 NE 20 CT
NORTH MIAMI, FL 33181

Changed: 04/27/2018

Mailing Address

13511 NE 20 CT
NORTH MIAMI, FL 33181

Changed: 04/27/2018

Registered Agent Name & Address

VALVERDE, ENRIQUE
13511 NE 20 CT
MIAMI, FL 33181

Name Changed: 04/26/2021

Address Changed: 04/26/2021

Officer/Director Detail

Name & Address

Title DP

VALVERDE, ENRIQUE, Sr.
13511 NE 20 CT
NORTH MIAMI, FL 33181

Annual Reports

Report Year	Filed Date
2023	04/28/2023
2024	03/28/2024
2025	04/28/2025

Document Images

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Certified General Contractor	CAMFRAN CORPORATION	DBA	CGC1528712 Cert General	Current, Active 08/31/2026

Main Address*: 13511 NE 20TH COURT NORTH MIAMI, FL 33181

Certified General Contractor	VALVERDE ENRIQUE	Primary	CGC1528712 Cert General	Current, Active 08/31/2026
------------------------------	------------------	---------	----------------------------	-------------------------------

Main Address*: 13511 NE 20TH COURT NORTH MIAMI, FL 33181

* denotes

Main Address - This address is the Primary Address on file.
Mailing Address - This is the address where the mail associated with a particular license will be sent (if different from the Main or License Location addresses).
License Location Address - This is the address where the place of business is physically located.

2801 Blair Stone Road, Tallahassee FL 32399 :: Email: [Customer Contact Center](#) Customer Contact Center 850.487.1395

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LANDLORD'S CERTIFICATE
(Business Attraction & Expansion Grant Agreement)

July 8, 2025

Anna-Bo Emmanuel, Esq., Executive Director
North Miami Community Redevelopment Agency
735 N.E. 125th Street, Suite 100
North Miami, FL 33161

Re: Business Attraction & Expansion Grant Agreement dated as of July 8, 2025 (the "Grant Agreement"), between the North Miami Community Redevelopment Agency (the "NMCRA") and NMB Volleyball Academy LLC (the "Grantee")

Dear Ms. Emmanuel:

The undersigned is (a) the owner of the Property defined in the Grant Agreement and (b) Landlord under the terms of that certain Commercial Lease dated May 15, 2025, between PRESTIGE CITYVIEW LLC, a Florida limited liability company, as Landlord, and Grantee, as Tenant (the "Lease") pursuant to which the Property is leased to the Grantee, as Tenant. We understand that pursuant to the Grant Agreement, the NMCRA will be providing a grant to the Grantee to improve the Property. As a condition of the Grant Agreement, the CRA requires the Grantee to provide certain certifications to the NMCRA from the Landlord as set forth herein. All defined terms herein shall have the meanings set forth in the Grant Agreement.

Landlord certifies to the CRA that:

- (a) the Landlord is the owner of the Property;
- (b) the Landlord consents to the Grantee receiving the Grant;
- (c) the Landlord consents to the improvements being made to the Property pursuant to the Scope of Work as set forth in the Grant Agreement;
- (d) the Landlord consents to 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;
- (e) the remaining term of the Lease extends to a date which is at least five (5) years after the date hereof; and
- (f) Landlord agrees to provide the CRA with written notice of any default by the Tenant.

Very truly yours,

PRESTIGE CITYVIEW LLC,
a Florida limited liability company

By: GP 19 Management LLC
a Florida limited liability company
its Manager

By: _____
Elvis Dumervil, Manager