NMCRA COMMERCIAL GRANTS PROGRAM

REHABILITATION GRANT AGREEMENT

THIS GRANT AGREEMENT (the "Agreement") is made and entered into as of January 9, 2018, by and between the **NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY,** a public body corporate and politic (the "CRA"), having an address at 776 N.E. 125th Street, North Miami, Florida 33161, and **MIAMI FINGA LICKING 125, LLC**, a Florida limited liability company (the "Grantee"), having an address at 12490 N.W. 7th Avenue, North Miami, Florida 33181.

RECITALS

1. The Commercial Grants Program (the "Program") facilitates improvements to business and residential structures in the CRA's Community Redevelopment Area by providing financial assistance for, among other things, interior and exterior improvements, while also reducing the incidence of slum and/or blighted conditions in the CRA Redevelopment Area.

2. The Program will fund up to fifty percent (50%) of the total cost of interior and/or exterior improvements to the owners or lessees of eligible commercial buildings in an amount up to One Hundred Thousand and 00/100 Dollars ($100,000.00) per building on a reimbursement basis.

3. The Grantee is the lessee 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 12490 N.W. 7th Avenue, North Miami, Florida 33181, and has applied to the CRA for a Rehabilitation Grant for the purpose of the relocation of electrical meters, installation of louvers along exterior walls and the installation of new signage.

4. The CRA has approved an award to the Grantee of a rehabilitation grant in the amount of THIRTY EIGHT THOUSAND EIGHT HUNDRED FIFITEEN 00/100 DOLLARS ($38,815.00) (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 CRA to fund the Grant shall terminate one (1) year and ninety (90) days thereafter, unless sooner terminated by either party as set forth herein (the "Funding Termination Date"). In addition to any other rights and remedies of the CRA set forth in this Agreement, any portion of the Grant for which a reimbursement request has not been submitted by Grantee to the CRA by the Funding Termination Date shall be forfeited and Grantee hereby waives any rights to such forfeited portion of the Grant. Notwithstanding the foregoing, this Agreement shall remain in full force and effect following the Funding Termination Date for such time periods as necessary to give the terms and provisions of this Agreement their full force and effect.

Section 3. **Scope of Work.** 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 CRA with copies of the fully executed architect and contractor agreements and, at the request of the CRA, copies of the plans and specifications for the Project. Grantee represents and warrants that it will only engage Florida licensed architects and contractors for the Project.

Section 4. **Amount Payable.** Subject to available funds, the maximum amount payable under this Agreement shall not exceed the Grant amount awarded. The Grantee acknowledges and agrees that should Program funding be reduced or unavailable, the amount payable under this Agreement may be reduced by the CRA. Availability of Grant funds shall be determined by the CRA, in its sole discretion. The Grantee waives any and all claims against the CRA for any reduction or unavailability of funding. The Grantee will not look to, nor seek to hold liable, the CRA, its board members, employees, consultants, attorneys, and/or agents (collectively the "Related Parties") for the performance or non-performance of this Agreement and agrees to hold the CRA and the Related Parties harmless and release the CRA and the Related Parties from any and all

claims and liability under this Agreement, whether as a direct or indirect consequence of any funding reduction or unavailability.

Section 5. Reimbursement Procedures. The CRA agrees to disburse the Grant to 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 CRA. Payment shall be made in accordance with the following procedures:

5.1 Reimbursement Request. Reimbursement requests are to be in writing and presented to the CRA by 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. The CRA shall have the right to inspect and verify payment for all labor and materials prior to release of each reimbursement. By submitting a reimbursement request to the CRA, the Grantee shall be deemed to acknowledge and agree, and represent to the CRA, that (a) the work has progressed to the point indicated, (ii) the quality of the work is in accordance with the plans and specifications, and (iii) all monies previously paid by the CRA to the Grantee have been disbursed to the appropriate architect, contractors, consultants, subconsultants, subcontractors, materialmen, vendors, and miscellaneous suppliers based upon the prior reimbursement request.

5.2 Expenditure Report Required. As part of each reimbursement request, Grantee shall submit to the CRA, for its review and approval, a detailed expenditure report with all invoices and proof of payment as well as any other information and documentation reasonably requested by the CRA. No request for reimbursement shall be processed without an expenditure report and the CRA reserves the right to withhold all or any portion of the Grant if required and/or requested documentation is not submitted or is in a form and substance not acceptable to the CRA. The payment of any reimbursement request by the CRA shall not be construed that the work or any portion hereof complies with (a) the Scope of Work, the contract documents, and plans and specifications and/or (b) applicable law including the Florida Building Code, it being acknowledged and agreed by 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 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 repairs and maintenance, and replacements relative to the Scope of Work. The foregoing shall expressly include the repair and replacement of any personal property. 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 cause to be performed any alterations to the Project

including, without limitation, minor or cosmetic alterations, exterior alterations, and nonstructural or structural alterations without the prior written consent of the CRA in each instance.

Section 7. **Leasing Requirements.** If the Property is a rental property, upon completion of the Project, at least fifty percent (50%) of the "leaseable" commercial space in the building must have leasing commitments for at least one (1) year. If leasing requirements are not met at the time of final inspection, the Grantee will be given one hundred eighty (180) days to submit a one (1) year lease agreement to the CRA for at least fifty percent (50%) of the "leaseable" commercial space in the building. If leasing requirements are not met after the extension, 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 CRA one hundred percent (100%) of the Grant received through the Program.

Section 8. **Occupation Requirements.** The Grantee is required to open for business within thirty (30) days from completion of the Project. Proof of an operational business shall be in the form of City licenses (i.e., certificate of use and business tax receipt). If occupation requirements are not met, notwithstanding anything in this Agreement to the contrary, all funding or grant disbursements shall immediately terminate and the Grantee agrees to immediately pay to the CRA one hundred percent (100%) of the Grant received through the Program.

Section 9. **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 CRA, but are only recipients of funding support, and is not an agent or instrumentality of the CRA or entitled to any employment benefits by the CRA.

Section 10. **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 CRA 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 CRA one hundred percent (100%) of the Grant received through the Program.

Section 11. Lessee Requirements. If Grantee is the lessee of the Property, the provisions of this Section 11 shall apply. Grantee hereby represents and warrants to the CRA that (a) the landlord has consented in writing to (i) the Grantee receiving the Grant, (ii) the improvements to the Property pursuant to the Scope of Work, and (iii) the filing and recording of a UCC-1 Financing Statement with the Florida Secured Transactions Registry and in the Public Records of Miami-Dade County, respectively, perfecting the CRA's security interest in the Project improvements and (b) the remaining term of the lease extends to a date which is at least five (5) years after the Funding Termination Date. Simultaneously upon execution of this Agreement, the Grantee shall provide the CRA with written confirmation of the foregoing signed by the landlord, which confirmation shall be in a form and substance as provided by the CRA. In furtherance of subsection (iii) above, Grantee hereby grants the CRA a security interest in the Project improvements as security for Grantee's obligations to the CRA under this Agreement arising now or in the future. Grantee acknowledges and agrees that the landlord is an affiliate of the Grantee. Grantee further agrees that any grant application made by the landlord will recognize the Grant made hereunder will be applied in determining the maximum amount of any grant that may be awarded to the Property.

Section 12. Records, Reports, Audits, Monitoring and Review.

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

12.2 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 the Funding Termination Date. The foregoing obligation shall expressly survive the expiration or earlier termination of this Agreement.

Section 13. Breach of Agreement; Remedies.

13.1 Breach. A breach by 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 CRA access to records or refuses to allow the CRA 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 10 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 CRA, (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 CRA and Grantee; (m) an event of default occurs with respect to any loan secured by the Property; (n) an event of default occurs with respect to any lease for the Property; 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 CRA with copies of any notices of default given by any lender and/or landlord.

13.2 Remedies. Immediately upon the breach of this Agreement by Grantee as set forth in Section 13.1 above, in addition to all rights and remedies available at law or in equity, the CRA 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 CRA 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.

13.3 No Waiver. No express or implied consent or waiver by the CRA 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 CRA 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 CRA of its rights hereunder. The giving of consent by the CRA in any one instance will not limit or waive the necessity to obtain the CRA's consent in any future instance.

13.4 Security Interest. In order to secure Grantee's obligations to reimburse and/or repay the Grant as required by this Agreement, Grantee hereby pledges, grants, conveys, and assigns to the CRA a continuing lien and security interest upon the Collateral (as defined below). Grantee represents and warrants to the CRA that, upon the filing and recording of UCC financing statements with the Florida Secured Transactions Registry and Miami-Dade County, respectively, the lien granted pursuant to this Agreement will constitute a valid, perfected lien on the Collateral, enforceable as such against all creditors of Grantor and second in priority only to any institutional lenders identified in writing by Grantee to CRA at the time of execution of this Agreement. Upon satisfaction in full of Grantee's obligations hereunder including, but not limited to the maintenance requirements in Section 6 above, CRA's security interest under this Agreement shall terminate and CRA shall execute and deliver to the Grantee a UCC-3 termination statement or similar documents and agreements to terminate all of CRA's security interest rights under this Agreement. For purposes of this Agreement, "Collateral" shall mean: All furnishings, fixtures, equipment, and other personal property of Grantee, or in which Grantee has any interest, whether now owned or hereafter acquired or created, wherever located, including (but not limited to), all Goods, Equipment, Inventory, Accounts, Deposit Accounts, Fixtures, General Intangibles, Goods, Documents, Documents of Title, Instruments, Contract Rights, Chattel Papers, and all books and records relating to any of the foregoing together with

all additions, accessions, substitutions, changes, renewals, and replacements of all or any of the foregoing in part or in whole, and all Proceeds and Products of the foregoing, and all other personal property of Grantee now owned or hereinafter acquired and wherever located. All capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Florida Revised Uniform Commercial Code - Secured Transaction, Chapter 679, Florida Statutes (2017) or as incorporated therein by reference therein.

Section 14. **Indemnification by Grantee.** The Grantee hereby covenants and agrees to indemnify and hold harmless the CRA and the Related Parties from and against all liability, losses, or damages, including attorneys' fees and costs, at both the trial and appellate levels, which the CRA and the Related Parties may suffer as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, relating to, or resulting from the performance or non-performance of this Agreement by 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 CRA) all claims, suits, or actions of any kind or nature in the name of the CRA, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees and costs which may issue. 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 CRA and the Related Parties. Nothing contained in this Agreement shall be construed to affect the CRA's right of sovereign immunity as provided in Chapter 768, Florida Statutes. Additionally, the CRA does not waive sovereign immunity, and no claim or award against the CRA shall include attorney's fees, investigative costs, or pre-judgment interest.

Section 15. **Notices.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, or by nationally recognized overnight delivery service, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. Notice may also be sent by electronic means (facsimile or email) provided such is followed by a hard copy of such notice provided in the manner set forth above. Notice is deemed given when received. For the present, Grantee and the CRA designate the following as the respective places for giving such notice:

CRA:
Larry M. Spring, Jr., Executive Director
North Miami Community Redevelopment Agency
776 N.E. 125th Street
North Miami, Florida 33161
Telephone No. (305) 899-0272
Facsimile No. (305) 899-9376

Copy to:
Steven W. Zelkowitz, Esq., CRA Attorney
GrayRobinson, P.A.
333 S.E. 2nd Avenue, Suite 3200
Miami, Florida 33131
Telephone No. (305) 416-6880

Facsimile No. (305) 416-6887

Grantee: Elvin Prince
Hard Money Group of South Florida, LLC
17340 N.W. 19th Avenue
Miami Gardens, Florida 33056
Telephone No. (954) 673-9993
(786) 255-5971
Facsimile No. (___) _____

Section 16. Inspections. At any time during normal business hours, the CRA or any of its agents, shall have the right to enter the Property, to examine the same for purpose of ensuring Grantor's compliance with the terms and provisions of this Agreement.

Section 17. Limitation of Liability. The CRA desires to enter into this Agreement only if in so doing the CRA can place a limit on its liability for any cause of action for money damages arising out of this Agreement, so that its liability never exceeds the sum of $100.00. Grantee expresses its willingness to enter into this Agreement with recovery from the CRA for any action or claim arising from this Agreement to be limited to the sum of $100.00. Accordingly, and notwithstanding any other term or condition of this Agreement, Grantee agrees that CRA shall not be liable to Grantee for damages or for any action or claim arising out of this Agreement in an amount in excess of the sum of $100.00. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon the CRA's liability as set forth in Chapter 768, Florida Statutes. Additionally, the CRA does not waive sovereign immunity, and no claim or award against the CRA shall include attorney's fees, investigative costs or pre-judgment interest.

Section 18. Miscellaneous.

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

18.2 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.

18.3 Modifications. Any amendments, variations, modifications, extensions, or waivers of provisions of this Agreement including, but not limited to, amount payable and effective term shall only be valid if in writing, duly approved by the CRA Board and signed by both parties.

18.4 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

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

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

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

18.8 Third Party Beneficiaries. Neither of the parties intend to directly or substantially benefit any third party by this Agreement. Therefore, the Parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

18.9 Construction. Both parties have substantially contributed to the drafting and negotiation of this Agreement and this Agreement shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

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

18.11 Invalidity. If any term or provision of this Agreement, or the application thereof to any person or circumstance is determined to be invalid or unenforceable, then to the extent that the invalidity or unenforceability thereof does not deprive a party of a material benefit afforded by this Agreement, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected thereby, and each term and provision of this Agreement will be valid and will be enforced to the full extent permitted by law.

18.12 Survival. All terms and provisions of this Agreement shall survive the Funding Termination Date and the termination of this Agreement, as applicable, as necessary in order for the parties to enforce their rights hereunder.

18.13 Recording. Grantee agrees that the CRA may record a Memorandum of this Agreement in the Public Records of Miami-Dade County at Grantee's expense. The form of Memorandum shall be prescribed by the CRA and 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.

18.14 Joint and Several Obligations. If the Grantee consists of more than one party, the obligations and liabilities of Grantee as set forth in and arising from this Agreement including the indemnity set forth in Section 14 above shall be joint and several obligations and liabilities of the parties comprising Grantee for all intents and purposes.

18.15 JURISDICTION; VENUE AND WAIVER OF JURY TRIAL. EACH OF THE PARTIES IRREVOCABLY AND UNCONDITIONALLY (A) AGREES THAT ANY SUIT, ACTION OR OTHER LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE BROUGHT IN THE FEDERAL OR STATE COURT SITUATED IN MIAMI-DADE COUNTY, FLORIDA; (B) CONSENTS TO THE JURISDICTION OF EACH SUCH COURT IN ANY SUCH SUIT, ACTION OR PROCEEDING; AND (C) WAIVES ANY OBJECTION WHICH IT MAY HAVE TO THE LAYING OF VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING IN ANY OF SUCH COURTS. EACH PARTY WAIVES ALL RIGHTS TO ANY TRIAL BY JURY IN ALL LITIGATION RELATING TO OR ARISING OUT OF THIS AGREEMENT.

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

(a) All insurance coverages required by Grantee's landlord under the applicable leases including 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, 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 CRA to its rights and remedies hereunder.

All policies required to be carried by Grantee hereunder shall be issued by and binding upon an insurance company licensed to do business in the State of Florida with a rating of at least "A - VIII" or better as set forth in the most current issue of Best's Insurance Reports, unless otherwise approved by the CRA. Grantee shall not do or permit anything to be done that would invalidate the insurance policies required herein. Certificates of insurance, acceptable to CRA, evidencing the existence and amount of each insurance policy required hereunder shall be delivered to CRA prior to disbursement of any Grant proceeds and thereafter no more than (10) days following each renewal date. Certificates of insurance for insurance required to be

maintained as set forth above shall include an endorsement for each policy showing that the CRA is included as an additional insured. Further, the certificates must include an endorsement for each policy whereby the insurer agrees not to cancel, non-renew, or materially alter the policy without at least thirty (30) days' prior written notice to the CRA. The limits of insurance shall not limit the liability of Grantee or relieve Grantee of any obligation hereunder, except as otherwise expressly provided for herein.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

GRANTEE:

HARD MONEY GROUP OF SOUTH FLORIDA, LLC, a Florida limited liability company

By:_____
Elvin Prince
Manager

CRA:

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

By:_____
Dr. Smith Joseph
Chairman

By:_____
Larry M. Spring, Jr.
Executive Director

Attest:

By:_____
Michael A. Etienne, Esq.
City Clerk

Approved as to form and legal sufficiency:

By:_____
GrayRobinson, P.A.
CRA Attorney

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

The foregoing was acknowledged before me this 31st day of January 2018, by Elvin Prince, as Manager of Hard Money Group of South Florida, LLC, a Florida limited liability company, on behalf of the company, who (check one) [✓] is personally known to me or [ ] has produced a _____ _____ as identification.

_____
Notary Public
Print Name: Shanika L. Marshall

My Commission Expires:

SHANIKA L. MARSHALL
Notary Public - State of Florida
My Comm. Expires May 5, 2018
Commission # FF 119506

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

The foregoing was acknowledged before me this ____ day of January 2018, by Dr. Smith Joseph, as Chairman 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.

_____
Notary Public
Print Name:_____

My Commission Expires:

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

The foregoing was acknowledged before me this 2ND day of ~~January~~ MARCH 2018, by Larry M. Spring, Jr., 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.

_____
Notary Public
Print Name: ANDREA A. McDONALD

My Commission Expires:

ANDREA A. MCDONALD
MY COMMISSION EXPIRES
May 5, 2019
#FF 212544
Bonded thru
Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

EXHIBIT "A"

Legal Description of Property

Lot 10, less the West 41.666 feet and al of Lot 11, Block 18, of NORTH SHORE HEIGHTS, according to the plat thereof, as recorded in in Plat Book 40, Page 62 of the Public Records of Miami-Dade County, Florida.

EXHIBIT "B"

Program Guidelines

NORTH MIAMI CRA

COMMUNITY REDEVELOPMENT AGENCY

Commercial Grants Guidelines

12340 NE 8 Avenue
North Miami, FL 33161
Phone: (305) 895-9839 | Fax: (305) 895-9822
www.northmiamicra.org

North Miami CRA Commercial Grants Guidelines

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

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

Mandate

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

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

Commercial Grants

Universal Requirements:

1. Primary property use must be commercial
2. Applicable City of North Miami/county/state licenses must be up to date
3. Preliminary designs, color photos and documentation related to the property must be provided
4. Color photos of adjacent properties must be provided
5. Owner/Operator or applicant shall have no outstanding liens, or any unpaid property taxes
6. Applications must be completed in full, signed and submitted to be considered
7. Applicants should attempt to utilize the online application at: http://northmiamicra.org/. If online process is not possible, it may be emailed to cragrants@northmiamifl.gov or delivered to: 12340 NE 8th Avenue, North Miami, Florida, 33161. All hardcopy applications must be legible to be considered
8. Property owner must notify all tenants of the proposed improvements to an assisted commercial property in a reasonable time prior to the initiation of the project
9. If leaseholder, applicant must obtain approval from landlord in order to participate in program

Commercial Grants Continued...

Universal Requirements:

10. Applicants must provide 3 cost estimates for the proposed work from contractors acceptable to the CRA. CRA Staff reserves the right to deny any submitted cost estimates.
    a. All cost estimates must be fully and completely itemized and detailed
    b. The lowest bid amount will be considered
11. CRA staff may require additional work to be done as a condition to approval if the requested items do not show a visible impact/improvement and/or meet the CRA's goals
12. Applicants must abide by all rules and laws of the City of North Miami, and the NMCRA, or the grant is subject to immediate forfeiture
13. Any and all improvements must adhere to City of North Miami Building and Zoning Codes and all Federal, State and Local Requirements
14. The property must legally conform to city regulations
15. All applications will be considered on a first come, first served basis. Grant awards are limited by funding availability
16. **ALL WORK MUST BE APPROVED BY THE CRA BOARD PRIOR TO ITS START TO BE ELIGIBLE FOR REIMBURSEMENT.**

AUTOMATIC DISQUALIFICATION:

A. Businesses that received grant/assistance in the previous fiscal year cannot apply
B. Businesses that relocate out of the district during the process will not be considered
C. More than one application submitted for the same business will not be considered
D. Properties 'for sale' or listed on the MLS will not be considered
E. Any work done prior to approval by the CRA Board does not qualify
F. Religious organizations or sites being utilized for religious purposes will not be considered for funding

ELIGIBLE USES:

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

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

1) Beautification and Enhancement Grant Program

This program offers up to $25,000 with no match requirement, to eligible commercial property owners or business operators for improvements to the exterior and/or interior of the building. This grant is subject to 100% forgiveness, pending the successful completion of a 3 year maintenance period on the improved property.

REQUIREMENTS

1. Proposed enhancements must show visible improvements to the business/property and its surrounding area
2. For Beautification Grant a qualified business must have commercial space on the ground floor, with street frontage and direct pedestrian access from the street
3. Applicant must produce receipts and/or other documentation showing proof of current business activity at the location

2) Business Attraction & Expansion Grant Program

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

REQUIREMENTS

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

Eligible Uses for Funding:

All the above eligible improvements, and:

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

3) Rehabilitation Grant Program:

This rehabilitation program provides up to 50% of the total cost of interior and exterior improvements to property owners and businesses in an amount not to exceed $100,000.

REQUIREMENTS

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

4) Capacity Building/Retention Grant

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

Eligible Uses for the Business Retention Grant:

- Durable Machinery/Equipment
- Marketing/Advertising
- Business Related Insurance
- Professional Services that directly improve business operations
- Business Related Training/ Conferences
- Green Rehab Grant Match
- Merchandising Specialist

REQUIREMENTS

1. Must be in business for at least 1 year
2. No more than one (1) other location, not part of a national chain (franchise)
3. No more than five (5) employees

APPLICATION PROCEDURES:

Applicants shall follow the steps listed below for approval:

A. Visit northmiamicra.org and review the grant guidelines

B. Schedule an appointment with CRA staff to discuss project and make sure it meets program intent. Please call (305) 895-9839 or e-mail cragrants@northmiamifl.gov.

C. Meet with the CRA Grants Coordinator or staff for a preliminary review of proposed renovations to property.

D. Apply online at www.northmiamicra.org, or submit an application via email or in-person. Ensure all required materials are attached.

E. Applications will not be considered for funding until a completed application and supporting documentation are received by the CRA.

F. CRA staff will review application and notify applicants of any missing information.

G. If application has met eligible requirements, staff will schedule the application for review and approval by the CRA Advisory Committee and the CRA Board.

H. The Committee and Board meet monthly however all applications and backup documentation must be received at least three (3) weeks before the next scheduled meeting to allow staff appropriate review time.

I. The completed application is reviewed by:
   1. The CRA Advisory Committee, who will make a recommendation of approval or denial, then
   2. By the CRA board for denial or approval.

J. All applicants must attend both meetings to answer additional questions.

K. The decision of the CRA Board shall be final.

L. CRA staff notifies applicant of CRA Board approval or denial. Applicants not approved may apply again one year from denial. A fully executed Grant Agreement between the CRA and the applicant shall serve as a Notice to Proceed.

M. Project commences.

Commercial Grants Application

Business Information

Business Name: _____

Project Address: _____

Is this project within the CRA Boundaries? Yes No *Please Circle One*

Contact Information

Name: _____

Title: _____

Work Phone: _____ Cell Phone: _____

Contact Name: _____

Email: _____

Property Owner Information

Is the applicant also the property owner: Yes No *Please Circle One*

Property Owner Address: _____

Contact Number: _____

Include a brief written statement explaining how you will use the grant, if awarded. *(Must attach pictures of the existing business).*

Select grant program you are applying for:

- ❑ Beautification/Enhancement
- ❑ Business Attraction/Expansion
- ❑ Rehabilitation
- ❑ Capacity Building/Retention

Commercial Grants Application

How will this grant help your business? The North Miami community and the North Miami CRA? **Please provide your response on a separate sheet of paper and attach with your application.**

1. How long have you been in business? _____ Years

Please Circle One

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

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

_____ _____

Signature Date

Applicant is other than the property owner of the building, the following line must be completed. I certify that I, the trustee and/or owner of the below-cited property, give _____ (applicant) authority to implement improvements at the property as may be required under the North Miami CRA Grant Program.

Signature of owner/trustee Print owner or trustee name and capacity Property

Address Phone: _____ Email: _____

_____ _____

Property Owner's Signature Date

NORTH MIAMI CRA

COMMUNITY REDEVELOPMENT AGENCY

Terms & Conditions

Interested parties may apply through the NMCRA website: www.northmiamicra.org, request an application via email: cragrants@northmiamifl.gov or in person at our offices: 12340 NE 8th Avenue, North Miami, FL 33161. Applicants must thoroughly review application guidelines and terms and conditions to ensure eligibility.

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

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

- Must be within the NMCRA geographic boundary.
- Must have a visible improvement to the property or area.
- Must eliminate slum and blight.
- Must meet current NMCRA Plan goals and objectives.
- Must show quantifiable benefits to the community.
- Must provide proof that property taxes are up to date.
- Grants are available to commercial property owners of eligible commercial buildings, business operators, as well as non-profit organizations.
- Applicable City of North Miami/County/State licenses must be up to date.
- Leaseholders of commercial buildings must obtain approval from the property owner in order to participate in the program.
- Preference is given to applicants located along the City's major commercial corridors (West Dixie Highway, NE 6th Avenue, N.E. 125th Street, N.W. 7th Avenue, Biscayne Boulevard and N.W. 119th Street).
- A qualified building is a structure with commercial space on the ground floor with the street frontage and direct pedestrian access from the street. An eligible "façade" is the front face or elevation of the building, which typically faces the street, contains windows and is the principal entrance to the building.

Eligible Work

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

REQUIREMENTS

- Property owner must notify all tenants about the proposed improvements to an assisted commercial property.

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

- Residential buildings
- Properties occupied by religious institutions
- Adult bookstores or similar businesses
- Free standing liquor stores
- Commercial building containing ineligible uses listed above and/or are non-conforming to the City of North Miami Comp Plan and zoning codes

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

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

OCCUPATION REQUIRMENTS

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

LEASING REQUIREMENTS

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

PAST PROGRAM PARTICIPATION

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

CODE VIOLATION

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

CHANGE IN OWNERSHIP

Program participation is not transferable to new property 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.

BUSINESS CATEGORY LIST

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

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

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

APPLICATION PROCESS

- Applicant will review and complete the application and submit all required backup documentation in order to be considered for the grant.
- Make appropriate changes/corrections in application as instructed by CRA staff
- Completed application needs to be received at least three (3) weeks before the next CRA Advisory Committee Meeting and the CRA Board Meeting to be placed on the agenda.
- Applicant or representative is required to attend both meetings.
- Once application has been considered for approval/denial by both boards, staff will notify applicant for next steps.
- If approved, an agreement will be drafted and needs to be executed prior to starting the work.
- Grantee will need to complete Vendor Registration forms and a W-9 to be reimbursed.
- If the project is denied, applicant can re-apply within a year of original request.

PAYMENT PROCESS

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

1. An invoice from the grantee request to be reimbursement with itemized expenses
2. Front and back copies of cancelled checks
3. Invoices for each payment made to contractors/vendors
4. Partial Release of lien from each contractor/vendor for the amount specifically paid
5. Pictures showing progression of project
6. Copies of permits pulled, inspections and final inspection

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

Final payment will be issued after all work has been completed, all the above mentioned documentation has been reviewed and accepted by the Grantor, and leasing and other program requirements have been met.

MONITORING PROCESS

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

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

PUBLICITY

By accepting this grant the grantee shall recognize the CRA as a funding source for all the activities outline in the application and agreement. The grantee shall ensure that any publicity, public relations, advertisements, and signs recognize the CRA for the support of all contracted activities. Grantee shall permit or shall have the landlord agree to have a sign placed on the property by the CRA in relation to this grant.

EXHIBIT "C"

Scope of Work

Bid #1

PARKING LOT AT 125 STREET, MIAMI, FL

PRINT DATE >>> Monday, August 22, 2016

BID DUE DATE >>> : 7/17/17 NOON 0.05 **0.15**

ROW NUMBER	BUILDING # 1 DESCRIPTION	ESTIMATED QUANTITY	QUANTITY TYPE	UNIT RATE	TOTAL LABOR & MATERIALS	GEN COND AND OVERHEAD	PROFIT	LINE TOTAL
1	SURVEYING/LAYOUT	1	LUMP SUM	4,000	4,000.00	200 00	600.00	4,800.00
2	AS-BUILTS	1	LUMP SUM	1,500	1,500.00	75 00	225.00	1,800.00
3	SUPERINTENDENT	2	WEEKS	1,250	2,500.00	125.00	375.00	3,000.00
4	PROJECT MANAGER	0.25	WEEKS	2,000	500.00	25.00	75.00	600.00
5	MOBILIZE	1	LUMP SUM	500	500.00	25.00	75.00	600.00
6	WORKMANS COMPENSATION FIELD STAFF & PM	3,800	LUMP SUM	0.09	342.00	17.10	51 30	410 40
7	**M.O.T. & M.O.T. MAINTENANCE ALLOWANCE**	**1**	**LUMP SUM**	**500**	**500.00**	**25.00**	**75.00**	**600.00**
8	EROSION CONTROL SILT FENCE	430	LIN-FT	3	1,290.00	64.50	193 50	1,548.00
9	BARRIERS & BARRICADES	1	LUMP SUM	500	500.00	25.00	75.00	600.00
10	**PERMIT ALLOWANCE**	**1**	**LUMP SUM**	**1,000**	**1,000.00**	**50.00**	**150.00**	**1,200.00**
11	REMOVAL FROM EXFILTRATION TRENCH	156	CU-YARDS	5	780.00	39 00	117 00	936.00
12	DEMO / REMOVALS / SITE CLEARING	260	CU-YARDS	5	1,300.00	65.00	195 00	1,560.00
13	MATERIAL COST OF 6" LIMEROCK BASE	300	TONS	13	3,900.00	195.00	585.00	4,680.00
14	COST OF TRUCKING LIMEROCK	300	TONS	5.00	1,500.00	75.00	225 00	1,800.00
15	LABOR TO GRADE & COMPACT LIMEROCK	300	TONS	5 00	1,500.00	75.00	225 00	1,800 00
16	SUB-GRADE COMPACTION OF EXISTING SOIL	1,205	SQ-YARDS	3	3,615.00	180.75	542.25	4,338.00
17	1" ASPHALT	1,205	SQ-YARDS	18	21,690.00	1,084.50	3,253.50	26,028.00
18	COST OF 48" CATCH BASINS	2	EACH	3,000	6,000.00	300.00	900.00	7,200.00
19	LABOR TO INSTALL CATCH BASINS	2	EACH	800	1,600.00	80.00	240.00	1,920.00
20	COST OF FRAME & GRATES	2	EACH	300 00	600.00	30.00	90 00	720 00
21	LABOR TO INSTALL FRAME & GRATES	2	EACH	200.00	400.00	20.00	60 00	480.00
22	FURNISH & INSTALL 15" HDPE EXFILTRATION TRENCH	36	LIN-FT	120.00	4,320.00	216.00	648.00	5,184.00
23	FURNISH & INSTALL 15" SOLID HDPE PIPE	106	LIN-FT	40	4,240.00	212.00	636 00	5,088.00
24	FURNISH & INSTALL STOP SIGN	1	EACH	300	300 00	15 00	45 00	360 00
25	FURNISH & INSTALL HANDICAP SIGN	1	EACH	300	300.00	15.00	45 00	360 00
26	FURNISH & INSTALL HANDICAP SYMBOL	1	EACH	100	100 00	5 00	15 00	120.00
27	FURNISH & INSTALL HANDICAP BLUE STRIPING	1	LUMP SUM	300	300.00	15 00	45.00	360.00
28	FURNISH & INSTALL STOP BAR	1	EACH	90	90.00	4 50	13.50	108 00
29	FURNISH & INSTALL DOUBLE YELLOW	16	LIN-FT	5	80.00	4 00	12 00	96 00
30	FURNISH & INSTALL TRAFFIC ARROWS	5	EACH	80	400.00	20.00	60.00	480 00
31	FURNISH & INSTALL PARKING WHEEL STOPS	20	EACH	50	1,000.00	50.00	150.00	1,200.00
32	FURNISH & INSTALL DOUBLE WHITE STALL MARKINGS	800	LIN-FT	1	800.00	40.00	120.00	960.00
33	CLEAN UP	1	LUMP SUM	800	800 00	40.00	120.00	960 00
34	COST OF ELECTRICAL POLES	1	LUMP SUM	8,988	8,988.00	-	-	8,988.00
35	LABOR & EQUIPMENT TO SET POLES	1	LUMP SUM	2,340	2,340 00	117 00	351.00	2,808.00
36	COST OF POLE FIXTURES	1	LUMP SUM	2,684	2,684 00		-	2,684 00
37	LABOR TO INSTALL FIXTURES	1	LUMP SUM	1,120	1,120.00	56.00	168.00	1,344 00
38	LABOR & MATERIALS FOR UNDERGROUND PIPING & WIRING	1	LUMP SUM	2,500	2,500 00	125 00	375 00	3,000.00
39	70' ELECTRICAL FEED FROM EXISTING PANEL	1	LUMP SUM	700	700 00	35.00	105.00	840.00
40	FURNISH & INSTALL 1 JUNCTION BOX & DISCONNECT	1	LUMP SUM	900	900 00	45.00	135.00	1,080.00
41	FURNISH & INSTALL 1 AUTOMATIC TIMER	1	LUMP SUM	480	480.00	24.00	72.00	576.00
42	POUR LIGHT POLE CONCRETE BASE	1	LUMP SUM	2,000	2,000.00	100.00	300.00	2,400.00
43	DEMOBILIZE	1	EACH	500	500.00	25.00	75 00	600.00

CGC059983

TOTAL LABOR & MATERIALS >>> 90,459.00

TOTAL LABOR & EQUIPMENT >>>

TO

TOTAL GENERAL CONDITIONS & OVERHEAD >>> 3,939.35

TOTAL PROFIT >>> 11,818.05

TOTAL PROJECT >>> 106,216.40

Fencing
Bid # 1

Mendez Designs ... Phone ...

INVOICE

Attention: Mr. E Prince

HARD MONEY GROUP.
720 NW 125th Street
North Miami, Florida
Date: 12/14/2017

Project Title: Parking Lot Fence
Project Description: Installation of Metal Galvanized Fence
Invoice Number: 0764
Terms: **90 Days**

Fabrication of a fence to match existing Galvanized Iron Fence - 6ft height.	1	$15,250.00	$15,250.00
24ft. Rolling Gates	2	$ 875..	$ 1,750.00
			$ 0.00
			$ 0.00
		Subtotal	$16,000.00

Permit Fees, Labor, and All Material included. No exclusions

Deposit of 50%	$ 7,250.00
Installation Start (25%)	$ 3,875.00
Completion of Installation (25%)	$ 3,875.00

Thank you for the opportunity to present this proposal. The deposit is due 30 days prior to installation in order to fabricate the fence.

Sincerely,

Miguel Acosta
miguelacostamendez@gmail.com
Mendez Designs 40 West 22 Street Hialeah FL 33010 United States E-mail Argentinausa@hotmail.com

Phone 7864023140 Cell 7864023214

This instrument was prepared by
and after recording return to:

Steven W. Zelkowitz, Esq.
GrayRobinson, P.A.
333 S.E. 2nd Avenue, Suite 3200
Miami, FL 33131

Parcel Identification Number:
06-2126-014-3240

MEMORANDUM OF GRANT AGREEMENT

THIS MEMORANDUM OF GRANT AGREEMENT (the "Memorandum") is made and entered into as of January 9, 2018, by and between the **NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY,** a public body corporate and politic (the "CRA") having an address at 776 N.E. 125th Street, North Miami, Florida 33161 and HARD MONEY GROUP OF SOUTH FLORIDA, LLC, a Florida limited liability company (the "Grantee"), having an address at 17340 N.W. 19th Avenue, Miami Gardens, Florida 33056.

RECITALS

1. CRA and Grantee have entered into that certain Grant Agreement of even date herewith (the "Grant Agreement") pursuant to which the CRA provided a Rehabilitation Grant to the Grantee for the purpose of the installation of exterior signage, asphalt pavements and space markings, drainage system, pole lighting, fencing and security system at the real property as more particularly described on Exhibit "A" attached hereto with an address of 720 N.W. 125th Street, North Miami, Florida 33168.

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

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

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

2. Purpose. This Memorandum is filed of record in Official Records of Miami-Dade County, Florida to give constructive notice to all parties of the existence of the Grant Agreement which Grant Agreement contains certain reimbursement and repayment obligations of the Grantee in certain circumstances.

3. Term. The Grant Agreement provides for a term of five (5) years from the date hereof.

4. Termination. This Memorandum shall remain in effect until the earlier to occur of (i) the date which is five (5) years from the date hereof, or (ii) the recording of a written instrument terminating or releasing this Memorandum executed by the CRA. Upon any termination of this Memorandum, no person shall be charged with any notice of the provisions hereof.

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

GRANTEE:

HARD MONEY GROUP OF SOUTH FLORIDA, LLC, a Florida limited liability company

By:_____
Elvin Prince
Manager

CRA:

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

By:_____
Dr. Smith Joseph
Chairman

By:_____
Larry M. Spring, Jr.
Executive Director

Attest:

By:_____
Michael A. Etienne, Esq., City Clerk

Approved as to form and legal sufficiency:

By:_____
GrayRobinson, P.A., CRA Attorney

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

The foregoing was acknowledged before me this 31st day of January 2018, by Elvin Prince, as Manager of Hard Money Group of South Florida, LLC, a Florida limited liability company, on behalf of the company, who (check one) [✓] is personally known to me or [ ] has produced a _____ _____ as identification.

Notary Public
Print Name: Shanika L. Marshall

My Commission Expires:

SHANIKA L. MARSHALL
Notary Public - State of Florida
My Comm. Expires May 5, 2018
Commission # FF 119506

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

The foregoing was acknowledged before me this ____ day of January 2018, by Dr. Smith Joseph, as Chairman 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.

Notary Public
Print Name:_____

My Commission Expires:

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

The foregoing was acknowledged before me this 2nd day of ~~January~~ March 2018, by Larry M. Spring, Jr., 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.

Notary Public
Print Name: Andrea A. McDonald

My Commission Expires:

ANDREA A. MCDONALD
MY COMMISSION EXPIRES
May 5, 2019
#FF 212544
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

EXHIBIT "A"

Legal Description of Property

Lot 10, less the West 41.666 feet and al of Lot 11, Block 18, of NORTH SHORE HEIGHTS, according to the plat thereof, as recorded in in Plat Book 40, Page 62 of the Public Records of Miami-Dade County, Florida.