

**FIRST AMENDMENT TO
REHABILITATION GRANT AGREEMENT**

THIS FIRST AMENDMENT TO REHABILITATION GRANT AGREEMENT (the "First Amendment") is made and entered into as of March 16, 2017 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, North Miami, Florida 33161 and **CHOQUETTES LLC**, a Florida limited liability company, d/b/a CAFÉ CRÈME (the "Grantee"), having an address at 750 N.E. 125th Street, Miami, Florida 33161.

RECITALS

1. CRA and Grantee previously entered into that certain Rehabilitation Grant Agreement dated August 7, 2015 (the "Grant Agreement").
2. CRA and Grantee desire to amend the Grant Agreement in certain respects as set forth herein.

NOW, THEREFORE, in consideration of the promises and the mutual agreements contained herein, the CRA and the Grantee hereby agree as follows:

1. **Grant Amount.** The CRA has approved an increase to the Grant in the amount of SEVENTY THOUSAND AND 00/100 DOLLARS (\$70,000.00). Based upon the aforesaid approved increase by the CRA Board, which included a waiver of the Program Guidelines as to the maximum Grant amount awarded, the amount of the Grant is a total of THREE HUNDRED TWENTY THOUSAND AND 00/100 DOLLARS (\$320,000.00). All references in the Grant Agreement to the Grant shall mean and refer to the increased amount of THREE HUNDRED TWENTY THOUSAND AND 00/100 DOLLARS (\$320,000.00).

2. **Conflict; Defined Terms; Ratification; Counterparts.**

2.1 **First Amendment Controls; Defined Terms; Effective Date.** In the event of any conflict between the terms and conditions of this First Amendment and the Grant Agreement, it is agreed that the terms and conditions of this First Amendment shall control. Any defined terms not defined in this First Amendment shall have the meaning ascribed to them in the Grant Agreement. All references in this First Amendment to the Grant Agreement shall mean the Grant Agreement as amended by this First Amendment.

2.2 **Ratification.** Except as set forth in this First Amendment, all other terms and provisions of the Grant Agreement shall remain unmodified and in full force and effect and the parties hereby ratify the terms and conditions set forth in the Grant Agreement.


2.3 **Counterparts.** This First Amendment may be executed in counterparts, each of which when taken together shall constitute one in the same document.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed by

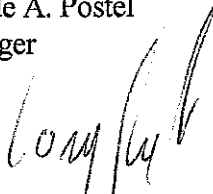
their respective and duly authorized officers the day and year first above written.

GRANTEE:

CHOQUETTES LLC,
a Florida limited liability company
d/b/a Café Crème

By: 


Claude A. Postel
Manager

By: 

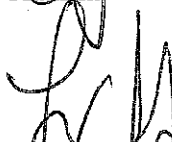
Corentin Finot
Manager

CRA:

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

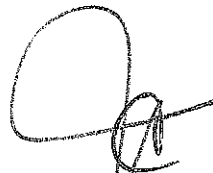
By: 

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

