

CITY OF NORTH MIAMI
PROFESSIONAL SERVICES AGREEMENT
(STRATEGIC MARKETING/ADVERTISING CAMPAIGN)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into this _____ day of _____, 2016, between the **City of North Miami**, a Florida municipal corporation with a principal address of 776 NE 125th Street, North Miami, Florida ("City"), and **M.A.R.S. Marketing Development Group LLC**, a limited liability company organized and existing under the laws of the State of Florida, having its principal address at 1490 NW 3rd Avenue, Suite 110, Miami, FL 33136 ("Consultant"). The City and Consultant shall collectively be referred to as the "Parties", and each may individually be referred to as a "Party".

RECITALS

WHEREAS, the City requires Consultant's expertise and knowledge in the unique field of strategic communications, including a comprehensive marketing plan, advertising, public affairs, government and media relations to develop a public-service campaign highlighting the various events and opportunities available in the City of North Miami, as further delineated in the attached Proposal (collectively referred to herein as "Services"); and

WHEREAS, City administration has selected Consultant in accordance with Section 7-121(4) of the City Code due to the expeditious need of Services, and the unique and specialized nature of the professional Services sought by the City; and

WHEREAS, Consultant possesses all necessary qualifications and specialized expertise to perform the Services for the City, and has expressed the capability and desire to perform such Services; and

WHEREAS, in accordance with the authority granted under Section 7-129 of the City Code, the City Manager finds it in the best interest of the City to enter into this Agreement with Consultant for the provision of Services.

NOW, THEREFORE, in consideration of the mutual terms and conditions set forth herein and other good and valuable consideration, the Parties hereto agree as follows:

ARTICLE 1 - RECITALS

1.1 The recitals are true and correct and are hereby incorporated into and made a part of this Agreement.

ARTICLE 2 - CONTRACT DOCUMENTS

2.1 The following documents are incorporated into and made part of this Agreement (collectively referred to as the "Contract Documents"):

2.1.1 Consultant's *Get 2 NoMi* Campaigning Package ("Proposal"), incorporated and attached hereto as "Exhibit A"; and

2.1.2 Any additional documents which are required to be obtained and/or submitted in the

provision of Services under this Agreement.

2.2 In the event of any conflict between the Contract Documents or any ambiguity or missing specification or instruction, the following priority is hereby established:

2.2.1 Specific written direction from the City Manager or City Manager's designee.

2.2.2 This Agreement.

ARTICLE 3 – TERM OF AGREEMENT

3.1 Subject to authorized adjustments, the term of this Agreement shall be the period commencing May 2, 2016 through July 4, 2016 ("Term"), unless earlier terminated by the City.

3.2 Consultant agrees that the performance of Services shall be pursued on schedule, diligently, uninterrupted and at a rate of progress which will ensure full completion of Services within the agreed Term.

ARTICLE 4 – COMPENSATION

4.1 The City agrees to compensate Consultant for Services performed for the entire Term, the amount not to exceed Twenty Four Thousand Nine Hundred Fifty Dollars (\$24,950.00), in the manner authorized by the City Manager and in accordance with the terms, conditions and specifications contained in the Contract Documents.

ARTICLE 5 – SCOPE OF SERVICES

5.1 As an inducement for the City to enter into this Agreement, Consultant has represented an expertise in the provision of Services on similar public or private projects. In reliance upon those representations, the City has entered into this Agreement with Consultant for the provision of Services.

5.2 Consultant shall provide all the required labor, supervision, transportation, materials, equipment, supplies, tools, and all related services necessary for the provision of Services, under the terms, conditions and specifications contained in the Contract Documents. Consultant shall provide Services in accordance with that degree of care and skill ordinarily exercised by reputable members of its profession.

5.3 Consultant represents and warrants to the City that: (i) Consultant possesses all qualifications, licenses, insurance and expertise required for the provision of Services, with personnel fully licensed by the State of Florida; (ii) Consultant is not delinquent in the payment of any sums due the City, including payment of permit fees, local business taxes, or in the performance of any obligations to the City; (iii) all personnel assigned to perform Services shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; (iv) the Services will be performed in the manner and at such times and locations as described by the City for the budgeted amount; and (v) the person executing this Agreement on behalf of Consultant is duly authorized to execute same and fully bind Consultant as a party to this Agreement.

5.4 Consultant agrees and understands that: (i) any and all subconsultants used by Consultant shall be paid by Consultant and not paid directly by the City; and (ii) any and all liabilities regarding payment to or use of subconsultants for any of the work related to this Agreement shall be borne solely by Consultant. Any work performed for Consultant by a subconsultant will be pursuant to an appropriate agreement between Consultant and subconsultant which specifically binds the subconsultant to all applicable terms and conditions of this Agreement.

5.5 Services shall be completed by the Consultant to the satisfaction of the City. The City shall make decisions on all claims regarding interpretation of this Agreement and on all other matters relating to the execution, progress and quality of the Services.

ARTICLE 6 - INDEPENDENT CONSULTANT

6.1 Consultant has been procured and is being engaged by the City as an independent contractor, and not as an agent or employee of the City. Accordingly, Consultant shall not attain, nor be entitled to, any rights or benefits under the Civil Service or Pension Ordinances of the City, nor any rights generally afforded classified or unclassified employees of the City. Consultant further understands that Florida workers' compensation benefits available to employees of the City, are not available to Consultant. Therefore, Consultant agrees to provide all required insurance and workers' compensation insurance for any employee or agent of Consultant rendering Services to the City under this Agreement.

ARTICLE 7- PUBLIC RECORDS

7.1 Consultant understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions of Chapter 119, Florida Statutes (2015), and agrees to allow access by the City and the public to all documents subject to disclosure under applicable law.

7.2 Consultant shall additionally comply with Section 119.0701, Florida Statutes (2015), entitled "Contracts; public records".

ARTICLE 8 - PROFESSIONAL LIABILITY INSURANCE

8.1 A certificate of Professional Liability Insurance, satisfactory to the City, shall be furnished to the City immediately upon commencement of Services. Such certificate of insurance will provide the City with fifteen (15) days prior written notice of any cancellation or non-renewal.

ARTICLE 9 - CONFLICT OF INTERESTS

9.1 Consultant represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Agreement.

9.2 Consultant covenants that no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Agreement has any personal financial interest, directly or indirectly, with Consultant. Consultant further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed.

ARTICLE 10 - DEFAULT

10.1 If Consultant fails to comply with any term or condition of this Agreement, or fails to perform any of its obligations hereunder, then Consultant shall be in default. The City shall have the right to terminate this Agreement, in the event Consultant fails to cure a default within ten (10) business days after receiving a certified letter of Default. Consultant understands and agrees that termination of this Agreement under this Article shall not release Consultant from any obligations accruing prior to the effective date of termination.

10.2 If Consultant fails to cure the default, the Consultant will only be compensated for completed Services. In the event partial payment has been made for such Services not completed, the Consultant shall return such sums due to the City within ten (10) days after notice that such sums are due.

ARTICLE 11 – CITY’S TERMINATION RIGHTS

11.1 The City shall have the right to terminate this Agreement, in its sole discretion at any time, with or without cause, upon ten (10) days written notice to Consultant. In such event, the City shall pay Consultant compensation for the Services rendered prior to the effective date of termination. The City shall not be liable to Consultant for any additional compensation, or for any consequential or incidental damages.

ARTICLE 12 - NOTICES

12.1 All notices, demands, correspondence and other communications between the Parties shall be deemed sufficiently given under the terms of this Agreement when dispatched by registered or certified mail, postage prepaid, return receipt requested, addressed as follows or as the same may be changed from time to time:

If to the Consultant: M.A.R.S. Marketing Development Group LLC
Myya Passmore, CEO
1490 NW 3rd Avenue, Suite 110
Miami, FL 33136
Phone: (786) 353-6277
Email: myya@marsmarketinggroup.com

If to City: City Manager
City of North Miami
776 N.E. 125th Street
North Miami, FL 33161

With a copy to: City Attorney
City of North Miami
776 N.E. 125th Street
North Miami, FL 33161

12.2 Either Party may at any time designate a different address and/or contact person by giving notice as provided above to the other Party. Such notices shall be deemed given upon receipt by the addressee.

12.3 In the event there is a change of address and the moving Party fails to provide notice to the other Party, then notice sent as provided in this Article shall constitute adequate notice.

ARTICLE 13 - INDEMNIFICATION

13.1 Consultant shall defend, indemnify and hold harmless the City, its officers and employees from and against any and all claims, costs, losses and damages including, but not limited to reasonable attorney's fees, caused by the negligent acts or omissions of the Consultant, its officers, directors, agents, partners, subcontractors, employees and managers in the performance of the Services under this Agreement.

13.2 Consultant shall be fully responsible to City for all acts and omissions of the Consultant, its employees, subcontractors, suppliers, or other persons directly or indirectly employed by its subcontractors or suppliers, and any other persons or organizations performing or furnishing supplies under a direct or indirect agreement with Consultant. Nothing in the Contract Documents shall create any contractual relationship between City and any such subcontractor, supplier or other person or organization, nor shall it create any obligation on the part of City to pay or to cause the payment of any money due any subcontractor, supplier, employee or agent except as may otherwise be required by law.

13.3 City shall not be liable to Consultant for any special indirect, incidental, consequential, or punitive damages, including without limitation, lost or imputed profits, lost savings, loss of goodwill, or legal expenses, resulting from any cause whatsoever, whether liability is asserted in contract, tort, or otherwise. In no event may the aggregate damages claimed by the City under this Agreement exceed the total fees actually paid by the City to Consultant under this Agreement, regardless of the number or extent of such claims.

13.4 Nothing contained in this Agreement is any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Chapter 768, Florida Statutes (2015). Additionally, the City does not waive sovereign immunity, and no claim or award against the City shall include attorney's fees, investigative costs or pre-judgment interest.

ARTICLE 14 - OWNERSHIP OF DOCUMENTS

14.1 All documents developed by Consultant under this Agreement shall be delivered to the City by the Consultant upon completion of the Services and shall become property of the City, without restriction or limitation of its use. The Consultant agrees that all documents generated hereto shall be subject to the applicable provisions of the Public Records Law, Chapter 119, Florida Statutes (2015).

14.2 It is further understood by and between the Parties that any information, writings, tapes, contract documents, reports or any other matter whatsoever which is given by the City to the Consultant pursuant to this Agreement shall at all times remain the property of the City and shall not be used by the Consultant for any other purposes whatsoever without the written consent of the City.

14.3 In the event the Agreement is terminated, Consultant agrees to provide the City all such documents within ten (10) days from the date the Agreement is terminated.

ARTICLE 15 - FORCE MAJEURE

15.1 A "Force Majeure Event" shall mean an act of God, act of governmental body or military authority, fire, explosion, power failure, flood, storm, hurricane, sink hole, other natural disasters, epidemic, riot or civil disturbance, war or terrorism, sabotage, insurrection, blockade, or embargo. In the event that either Party is delayed in the performance of any act or obligation pursuant to or required by the Agreement by reason of a Force Majeure Event, the time for required completion of such act or obligation shall be extended by the number of days equal to the total number of days, if any, that such Party is actually delayed by such Force Majeure Event. The Party seeking delay in performance shall give notice to the other Party specifying the anticipated duration of the delay, and if such delay shall extend beyond the duration specified in such notice, additional notice shall be repeated no less than monthly so long as such delay due to a Force Majeure Event continues. Any Party seeking delay in performance due to a Force Majeure Event shall use its best efforts to rectify any condition causing such delay and shall cooperate with the other Party to overcome any delay that has resulted.

ARTICLE 16 - MISCELLANEOUS PROVISIONS

16.1 No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

16.2 All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in the contract documents, shall survive final payment, completion and acceptance of the Services and termination or completion of the Agreement.

16.3 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

16.4 This Agreement constitutes the sole and entire agreement between the Parties. No modification or amendments to this Agreement shall be binding on either Party unless in writing and signed by both Parties.

16.5 This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue in any proceedings between the Parties shall be in Miami-Dade County, Florida.

16.6 The City reserves the right to audit the records of the Consultant covered by this Agreement at any time during the provision of Services and for a period of three years after final payment is made under this Agreement.

16.7 The Consultant agrees to comply with and observe all applicable federal, state, and local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.

16.8 Services shall not be subcontracted, transferred, conveyed, or assigned under this Agreement in whole or in part to any other person, firm or corporation without the prior written consent of the City.

16.9 The City is exempt from Federal Excise and State taxes. The applicable tax exemption number or certificate shall be made available upon request.

16.10 The professional Services to be provided by Consultant pursuant to this Agreement shall be non-exclusive, and nothing herein shall preclude the City from engaging other firms to perform Services.

16.11 This Agreement shall be binding upon the Parties herein, their heirs, executors, legal representatives, successors and assigns.

16.12 The Consultant agrees that it shall not discriminate as to race, sex, color, creed, national origin, or disability, in connection with its performance under this Agreement.

16.13 All other terms, conditions and requirements contained in the Proposal, which have not been modified by this Agreement, shall remain in full force and effect.

16.14 In the event of any dispute arising under or related to this Agreement, the prevailing Party shall be entitled to recover all actual attorney fees, costs and expenses incurred by it in connection with that dispute and/or the enforcement of this Agreement, including all such actual attorney fees, costs and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.

16.15 This Agreement represents the entire and integrated agreement between the City and Consultant, and supersedes all prior negotiations, representations or agreements, either written or oral.

16.16 This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

(The remainder of this page is intentionally left blank)

IN WITNESS WHEREOF, the Parties have executed this Agreement by their respective proper officers duly authorized the day and year first written above.

ATTEST:

M.A.R.S. Marketing Development Group LLC, a Florida limited liability Company,

Corporate Secretary or Witness:

“Consultant”:

By: _____

DocuSigned by:
Myya Passmore
By: _____
09F8AA7C292E46C

Print Name: _____

Print Name: Myya Passmore

Date: _____

Date: 5/5/2016

ATTEST:

City of North Miami, a Florida municipal Corporation, “City”:

By: _____

[Signature]
Michael A. Etienne, Esq.
City Clerk

By: _____

[Signature]
Larry M. Spring, Jr.
City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____

[Signature]
Jeff P. H. Cazeau, Esq.
City Attorney

GET 2 NoMi

CULTURE. ARTS. OUTDOORS.



Prepared by MARS Marketing
Development Group, LLC

Marketing Approach

Develop and execute a fully comprehensive 6-week marketing and public relations campaign that connects the city to the social pulse of its residents. This campaign will leverage technology and grassroots marketing techniques to create stronger community engagement by highlighting culturally rich stories and offerings within North Miami through an integrated marketing approach that utilizes marketing/public relations, advertising, responsive content and social media.



INFLUENCER MARKETING

NOMI BRAND AMBASSADOR

Campaign Flight: May 18th-July 1st

Pre-Promotion: May 9th (Tentative)

Content



The "Get 2 NoMi" campaign will generate credible word of mouth by incorporating the practice of influencer marketing using Papa Keith of 103.5 The Beat as a NoMi Brand Ambassador to countdown to the City's 90th anniversary celebration in June during Caribbean heritage month. The goal is to use Papa Keith's radio, community, and social media influence collectively to create a stronger concentrated footprint to highlight interesting places and neighborhoods to explore in North Miami through 3-week NoMi Ride Along exploration that is integrated into several marketing tactics. Prior to his NoMi journey, we will invite North Miami residents and radio listeners to share and crowd-source their suggestions or ideas as to where the ambassador should explore while in North Miami during a sponsored Twitter Chat hosted by Papa Keith and the City of North Miami. Your integrated campaign includes:

CAMPAIGN PACKAGE

Distribution

- **CAMPAIGN DEVELOPMENT**

- **MARS will design and create key brand messaging around Get 2 NoMi campaign centered around three central themes.**
The Get 2 NoMi website will be designed by our in-house team and will include up to 15 community & lifestyle articles highlighting different aspects of NoMi. Features will include a MyStory Series highlighting city staff, residents and businesses alike using a storyboard layout that introduces readers to different faces of North Miami. Content can be used for City's e-blast and any print collateral as well.
- **ADVERTISING & PR (90th Anniversary celebration)**
- **30-day Public Relations Blitz:** Print TV and radio stations promoting an identified campaign message. Advertising: Your brand will be included in a special cross-promotion and brand exclusive advertising package endorsed by Papa Keith and added support of other key community partners to extend advertising footprint. Final package will be provided by iHeart Media's 103.5 The Beat and Cox Media Group. (Tentative)
- **103.5 The Beat Radio Sponsorships included in advertising spot package:** "PK In The Building!"- Daily Facebook LiveStream on 103.5 The Beat from the 103.5 The Beat studio with Papa Keith (4-6pm); "Memorial Weekend All Star Mix"- Sponsor a special annual DJ Memorial Day mix show on 103.5 The Beat. "#FamousFridays"- a listener have the opportunity to co-host on the radio with Papa Keith during the Facebook Live broadcast Mon-Wed. Winner is chosen Wed at 6pm.

CAMPAIGN PACKAGE



- **Special Event I: Get in Gear Bike Ride**
- Papa Keith will host June 11th Bike Ride in celebration of 90th Anniversary. He is an avid cyclist. Get In Gear Bike Ride will be promoted to media once PR angle is identified.
- **Special Event II: CARIBBEAN HERITAGE MONTH ART WALK (tentative)**
Papa Keith will host a fun outdoor art walk event at MOCA Art Museum plaza during June to target young professionals interested in art from the African Diaspora
- **SOCIAL MEDIA**
6-week content driven social media campaign with cross promotion to campaign website promoting weekly article features and content published by Papa Keith. Campaign will include Twitter/Periscope Chat and Facebook Live feature to promote campaign content.

Key Dates:

MARS On-Boarding: April 27th; Website/Campaign Launch: May 18th; Advertising Campaign start date: TBD; Social Media Launch: May 9th; June 11th-Bike Ride; Public Relations Blitz: TBD; 90th Anniversary: June 18th; Website Articles Due from Freelancers: June 13th; Ride Along with Papa Keith: May 18th-June 3rd (3 weeks-only); Ride Along Photoshoot May 5th/6th.

FIRST 30 DAYS

- Hold visioning meeting with leadership, key departments, and stakeholders to gather input on current perceptions, marketing/communications challenges, and what the ideal branding, PR and community framework would resemble. Branding themes and messaging strategy will also be presented for discussion and final approval.
- Download on past communications efforts, negative PR, partnerships and leveraging opportunities, grassroots outreach and promotional activities, and upcoming opportunities.
- Interview senior leaders and other stakeholders to compile stories for website and media placement, profiles, editorials, success stories, and upcoming events/activities.
- Identify and interview featured interviews for video vignette series (tentative)
- Create an editorial calendar to match story opportunities with media outreach for an aggressive 30 day media blitz.
- Collaborate with marketing team to identify local grassroots community engagement opportunities, partnerships, and events that can be leveraged to intensify local footprint.
- Create marketing materials and collateral for digital and print.
- Layout and execute social media and campaign website engagement strategy and design.
- Coordinate Photoshoot for Ride Along Promo with Papa Keith and selected City staff.
- Coordinate Twitter Chat/Periscope Takeover Schedule for City social media Channel hosted by Papa Keith. (optional)
- Identify key events and city initiatives to highlight for radio advertising and draft commercial copy for City approval.

DELIVERABLE

- Account management to include brand development, communication messaging strategy, public relations, video production/photography, event programming, spokesperson management, and outreach support and planning. Deliverable: Messaging Theme Book & Social Media Content Calendar
- Marketing and promotional strategy to communicate brand, raise awareness, and educate community. Deliverable: Get 2 NoMi Campaign Website
- Develop media strategy along with templates, and procedures to include news releases, targeted media list, storyline pitch development, content development for featured articles/case studies/white papers, PR measurement & monitoring, and feature story placement. Deliverable: Media Press Advisories & Interview securing
- Develop and code published content web page within campaign website feature (Up to 10 pages). ***
- Design marketing collateral for use for community outreach, community events and social media engagement. Deliverable: Monthly account status reports, in-person meetings/conference calls if necessary.
- Metrics: Media placements, numbers of people touched/engaged, partnerships secured, impressions and widespread community awareness.
- Purchase radio and print media where applicable based on media planning guidelines.
- Leverage "Get 2 NoMi" website for cross-promotion advertisement opportunities to extend campaign reach.

TOTAL

\$24,950

NEXT STEPS

Sign Agreement

Schedule on-boarding date for marketing team

Secure advertising inventory and develop on-air/online and campaign creative & PR messaging

Conference call/in-person meeting with Papa Keith (as needed) to finalize endorsement details

Provide logo (jpeg), creative and links as needed

Insert <Name/Company>

Date

M.A.R.S. Marketing Development Group
1490 NW 3rd Avenue, Suite 110
Miami, FL 33136

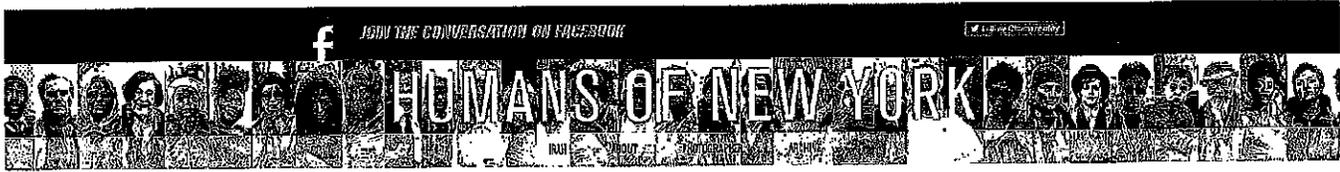
Contact Person: Myya Passmore
Direct Contact: 786-353-MARS (6277)

www.marsmarketinggroup.com
Portfolio: www.marsportfolio.info

Business Hours
Monday- Friday
9am-5pm or as needed by clients

APPENDIX-CREATIVE

FACES OF NORTH MIAMI - WEBSITE STORYBOARD



"I got it terrible because I hit my classmates during our math exam because he was calling me names that he always does. The teacher said 'Why did you hit him?' And I said 'Because he called me dog face.' And then I had to sit alone for the rest of the day. And then when I went home I got to realize that I'm not alone because I was going to hit the teacher."



Today in school...



"I turned that over in my mind. I was big because for me right now. My dog died in Florida. I quit my job. I stopped all my bad. I got in a huge fight with my boyfriend last night and now I don't know what's going to happen. I feel like the world is not mine. I've never seen the type of girl who thought 'how much about life, or someone' about her wedding day, or thought about her wedding dress. I've never seen that girl. And I can't stop but wonder if it's ever going to happen. And when I'm going to happen and who is it going to happen with? I've been a victim since the age of 18. I got used to it. It was safe. I couldn't move up. That's the only way to make a Manhattan. And the whole reason I quit my job was to put the dog out from under myself. I wanted to use my master's dog and pursue a career in their rights. But I've been stuck with mental health and making his home of it. I'm really feeling my self-confidence. I feel like everything is coming down around me. I think I spent my entire year as a teenager because I was so afraid of being the girl."



"My first wife Ellen passed away suddenly when she was 48. I was in a fight a year or so. We didn't have any children together. And I'm just not good at making people. I don't have that naturally. I'm not social enough. The only reason I'm here is to meet Ellen because we worked at the same place. The funeral parlor had an altar once a month, where you could go and just talk. That helped a little. But other than that I was pretty lonely. The only real help I had was the nursing. I tried to keep it up, but I realized one day I was not of Ellen, so I quit. I discovered writing by accident. It was a fun. Somebody told a teacher at the office for something called the Agony Column. It was fun by accident. They'd started writing for the Gazette. I never going on the weekends, it's not like they were huge difficulty, but it felt great to accomplish something. And it was really conducive to meeting people. There's not much else to do when you're writing a book. I mean it's not much that I started reading to other people and doing writing books. I met my current wife on a tour outside of Phoenix."



"I teach soccer to children under ten. Right now I'm checking out some girls for the next year olds. Who by the way is a very white girl. But I'm trying to make a difference. For one of the girls, her mother that we're building a new house. For another girl we have to destroy a great city. That's the only girl with ghost pictures. And another one with a great picture. Lots of photos. We want to keep things publically correct because the parents watch the practice. Being able to see something that everyone can get behind."



"Achievement has always been a step for me. Maybe it's because I was a middle child and would do anything for recognition. I remember being a child and sitting at the piano for hours, with my hands under my hands, trying to get the right finger positions. Or trying to memorize more songs than my older sister. I got my first job and gave them to my son during my sophomore year. I was an



"It's just working an unusual piece and getting everybody to live each other. I'm an official brother now. I'm the one. Well, I'm one of the ones. There are all kinds of brother names: black, white, Indian. A brother man is somebody who helps when people need help. A brother man will stand up and say 'There's not right.' A lot of times the brother name too. But we don't call them brother names. We call them 'brother'."



"I'm not really observing people as much as I used to. Everyone sees the things on stage. People used to go to The Village regularly. Nobody was there if they belonged. We didn't know I was more interested in the way people were seeing the things. Continuing to be...

APPENDIX-WEBSITE LIFESTYLE ARTICLES LAYOUT

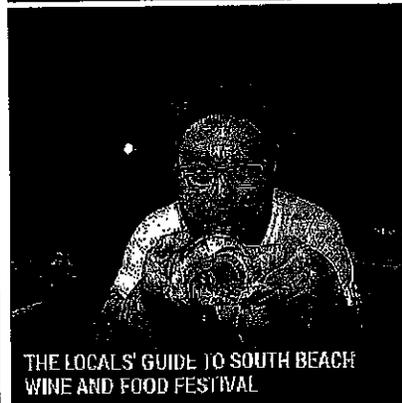
MOST POPULAR IN MIAMI



THE 21 BEST RESTAURANTS IN MIAMI RIGHT NOW



WE UNCOVERED THE BEST SECRET MENU ITEMS IN MIAMI



THE LOCALS' GUIDE TO SOUTH BEACH WINE AND FOOD FESTIVAL



THE COOLEST NEW DESIGN IN AMERICA



WE ATE EVERYTHING AT SALTY DONUT, MIAMI'S FIRST GOURMET DONUT SHOP



Detail by Entity Name

Florida Limited Liability Company

M.A.R.S. MARKETING DEVELOPMENT GROUP LLC

Filing Information

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Date Filed	10/24/2012
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Last Event	LC AMENDMENT AND NAME CHANGE
Event Date Filed	07/02/2014
Event Effective Date	07/02/2014

Principal Address

1490 NW 3rd Ave
110
Miami, FL 33136

Changed: 01/28/2016

Mailing Address

1490 NW 3rd Ave
110
Miami, FL 33136

Changed: 01/28/2016

Registered Agent Name & Address

Passmore, Myya
1490 NW 3rd Ave
110
Miami, FL 33136

Name Changed: 04/30/2013

Address Changed: 01/28/2016

Authorized Person(s) Detail

Name & Address

Title CEO

PASSMORE, MYYA
1490 NW 3rd Ave
110
Miami, FL 33136

Annual Reports

Report Year	Filed Date
2014	01/15/2014
2015	02/01/2015
2016	01/28/2016

Document Images

<u>01/28/2016 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/01/2015 -- ANNUAL REPORT</u>	View image in PDF format
<u>07/02/2014 -- LC Amendment and Name Change</u>	View Image in PDF format
<u>01/15/2014 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/30/2013 -- ANNUAL REPORT</u>	View image in PDF format
<u>10/24/2012 -- Florida Limited Liability</u>	View image in PDF format