

**FIRST AMENDMENT TO MARGATE COMMERCIAL PROPERTY LANDSCAPE
IMPROVEMENT MATCHING GRANT PROGRAM
AGREEMENT FOR CONSTRUCTION REIMBURSEMENT
BETWEEN NND CAPITAL, LLC AND THE MARGATE COMMUNITY
REDEVELOPMENT AGENCY**

THIS FIRST AMENDMENT TO THE AGREEMENT FOR CONSTRUCTION REIMBURSEMENT ("First Amendment") is made as of this ____ day of November, 2018 by and between **NND CAPITAL, LLC**, a Florida limited liability company, with its principle place of business located at 2333 N State Rd 7, Suite E, Margate, FL 33063 (hereinafter referred to as "OWNER"), and the **MARGATE COMMUNITY REDEVELOPMENT AGENCY**, a Florida public agency created pursuant to Chapter 163, Florida Statutes, with an address of 5790 Margate Blvd., Margate, Florida, 33063 (hereinafter referred to as the "MCRA").

W I T N E S S E T H:

WHEREAS, on May 10, 2017, the MCRA and OWNER entered into an Agreement for Construction Reimbursement in association with the design and installation of landscaping improvements at OWNER's property located at 2333 North State Road 7, Margate, FL 33063 (hereinafter referred to as the "Original Agreement"); and

WHEREAS, the Original Agreement provides that all improvements shall be completed no later than 545 days from the date of the Agreement; and

WHEREAS, the MCRA and the OWNER desire to enter into this First Amendment to the Original Agreement to provide for the OWNER with additional time to complete the improvements to the MCRA's satisfaction, and to submit the necessary documentation to the MCRA in order to obtain the reimbursement of funds provided in the Original Agreement.

NOW THEREFORE, in consideration of the promises, mutual covenants, provisions and undertakings hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. That the recitals set forth above are true and correct and are incorporated herein by reference.

2. That the MCRA and the OWNER agree to amend Section 5 of the Original Agreement to read as follows:

SECTION 5. Award of the grant shall be forfeited if the construction of the landscape and parking lot improvements is not commenced within one hundred eighty (180) days of the date of the Agreement, or completed to the MCRA's satisfaction on or before May, 6, 2019. If not completed by May 6, 2019, the grant shall be considered abandoned and the MCRA shall not be obligated to make any reimbursements.

3. That except as amended herein, the MCRA and OWNER ratify, approve and reaffirm the terms of the Original Agreement, and the Original Agreement shall remain in full force and effect, except as amended herein.

4. In the event of any conflict or ambiguity by and between the terms and provisions of the Original Agreement and this First Amendment, the terms and provisions of this First Amendment shall control to the extent of any such conflict or ambiguity.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

MARGATE COMMUNITY
REDEVELOPMENT AGENCY

BY: _____
TOMMY RUZZANO, CHAIR

ATTEST:

SAM MAY, EXECUTIVE DIRECTOR

NND CAPITAL, LLC

By: _____

ATTEST:

Print Name: _____

Title: _____

By: _____

Print Name and Title

(SEAL)

STATE OF _____)

)SS:

COUNTY OF _____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____, as _____ authorized to do business in the State of Florida, and acknowledged executed the foregoing Agreement as the proper official of NND CAPITAL, LLC, for the use and purposes mentioned in it and affixed the official seal of the limited liability company, and that the instrument is the act and deed of that company. He is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 2018.

NOTARY PUBLIC

My Commission Expires: