

# August 17, 2020 Virtual HBCRA Board of Directors Agenda Meeting

Meeting Time: 08-17-20 17:30

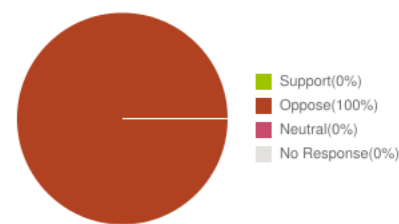
## eComments Report

Meetings	Meeting Time	Agenda Items	Comments	Support	Oppose	Neutral
August 17, 2020 Virtual HBCRA Board of Directors Agenda Meeting	08-17-20 17:30	28	1	0	1	0

### Sentiments for All Meetings

The following graphs display sentiments for comments that have location data. Only locations of users who have commented will be shown.

#### Overall Sentiment



## August 17, 2020 Virtual HBCRA Board of Directors Agenda Meeting

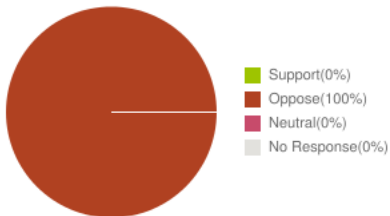
08-17-20 17:30

Agenda Name	Comments	Support	Oppose	Neutral
D. 20-284 A RESOLUTION OF CHAIR AND BOARD OF DIRECTORS OF THE HALLANDALE BEACH COMMUNITY REDEVELOPMENT AGENCY, HALLANDALE BEACH, FLORIDA, RESCINDING THE AWARD OF A COMMERCIAL FAÇADE IMPROVEMENT GRANT IN THE AMOUNT OF \$75,000, A COMMERCIAL INTERIOR RENOVATION GRANT IN THE AMOUNT OF \$50,000, AND A COMMERCIAL KITCHEN GRANT IN THE AMOUNT OF \$111,744 TO CACIKE INVESTMENTS LLC FOR THE RENOVATION OF THE PROPERTY LOCATED AT 139 N.E. 1ST AVENUE, HALLANDALE BEACH, FLORIDA, AND A TENANT LEASE SURETY/TENANT RENT SUBSIDY IN THE AMOUNT OF \$6,300 TO BE SPLIT EQUALLY BETWEEN QUIRON CORP. (TRATTORIA DI VAKIS) AND VEGAN JUNKIE LLC (VEGAN JUNKIE); AND PROVIDING AN EFFECTIVE DATE; PROVIDING FOR CONFLICTS. (STAFF: EXECUTIVE DIRECTOR)	1	0	1	0

### Sentiments for All Agenda Items

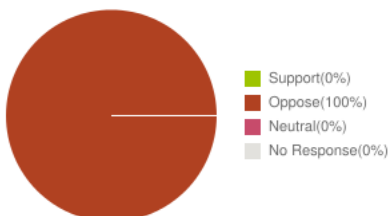
The following graphs display sentiments for comments that have location data. Only locations of users who have commented will be shown.

#### Overall Sentiment



Agenda Item: eComments for D. 20-284 A RESOLUTION OF CHAIR AND BOARD OF DIRECTORS OF THE HALLANDALE BEACH COMMUNITY REDEVELOPMENT AGENCY, HALLANDALE BEACH, FLORIDA, RESCINDING THE AWARD OF A COMMERCIAL FAÇADE IMPROVEMENT GRANT IN THE AMOUNT OF \$75,000, A COMMERCIAL INTERIOR RENOVATION GRANT IN THE AMOUNT OF \$50,000, AND A COMMERCIAL KITCHEN GRANT IN THE AMOUNT OF \$111,744 TO CACIKE INVESTMENTS LLC FOR THE RENOVATION OF THE PROPERTY LOCATED AT 139 N.E. 1ST AVENUE, HALLANDALE BEACH, FLORIDA, AND A TENANT LEASE SURETY/TENANT RENT SUBSIDY IN THE AMOUNT OF \$6,300 TO BE SPLIT EQUALLY BETWEEN QUIRON CORP. (TRATTORIA DI VAKIS) AND VEGAN JUNKIE LLC (VEGAN JUNKIE); AND PROVIDING AN EFFECTIVE DATE; PROVIDING FOR CONFLICTS. (STAFF: EXECUTIVE DIRECTOR)

#### Overall Sentiment



**Luciana Tiktin**

Location:

Submitted At: 2:47pm 08-17-20

This termination is based on Illegal discrimination and abuse of power by hbcra. Important information about the progress of this grant was provided to city employees and hbcra is still terminating the grant in an unfair way. OIG is already informed on this grant matters and are investigating this unfair process

**From:** [Luciana Pregarman](#)  
**To:** [HBCRAmeetings](#); [Cooper, Joy](#); [Butler, Michael](#); [Lima-Taub, Anabelle](#); [Javellana, Sabrina](#); [Lazarow, Michele](#)  
**Subject:** Cacike Investments,LLC grant termination is illegal  
**Date:** Monday, August 17, 2020 4:15:33 PM  
**Attachments:** [IMG-5019.PNG](#)  
[0.png](#)  
[0-3.png](#)  
[0-2.png](#)  
[0-4.png](#)  
[0-1.png](#)

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Caution! This message was sent from outside your organization.

This are my comments stating the unfair reason for cancellation of the grant, which it also serves me as another example for discrimination and abuse of power by HBCRA and I will respond:

I sent an email to Mr. Earle (proof attached and answered) with the progress timeline for my property on July 1st, 2020 that includes the date I signed the contract with my architect which I paid \$22,500 for architectural plans as well as when the permits were entered to the City permitting system. I have already invested on this "grant" more than \$50,000 on architectural plans, renderings, permit fees, murals, plus my time and the energy that takes to find 9 local tenants with real local followers for my property.

Unfortunately, I can't commence the work without the architectural plans and permits, I'm sure you're aware of that. **I did everything in my control to commence**

**what I was able to do**, in the middle of a global pandemic, including the murals, where you have mentioned to be "***Irrelevant***" when in fact, on the same email, the memo states funding for it for on the amount of \$26,000. As well as the applications states ***The murals are Required*** in the Fashion, Art & Design district.

The contradictions on these grants and the process are severe, confusing, alarming and anti-egalitarian. On top of that, I believe some documents are in violation of the first Amendment of the Bill of Rights.

Now I understand why so many property owners are turning down these grants, that seems to be written almost unreachable and with a hidden agenda and therefore, nothing got done yet, even though some other grants, with better conditions were given more than a year ago but nothing has been built yet. Important information for this grant was undisclosed as well as a deadline for the first term.

Not only the previous grants are not funded or done yet... Access to the area has been a big issue for us, the commercial community for 1 Ave since 2017 and despite all of the several emails and meetings, not even a normal way finding sign from the City has been able to arrive. It looks these "grants" are just a trap to get liens on our properties. There is no real desire to improve the area or maybe CRA staff are incapable of knowing how to get things done right and without years of delays.

A turning sign for the access indicating where to turn has been causing us to lose many customers who are challenged by the confusing traffic way **UN-Proposed** to driving patrons, creating panic while driving, which that includes uber eats, doordash and other delivery companies we all businesses work with, *who can't access Easily, at the moment*, our Commercial Community in Hallandale. As well as the Defective Islands built by the City, which for being longer that required, occupy space on the only driving lane, causing car crashes on the Defective Islands. Many petitions were done and car accidents have been reported towards these issues that create property damages and possibly Death and *Still*. Nothing got done yet. This kind of negligence affects the lives of driving patrons and human beings walking on 1 ave, as well as property damages, but this seems to be of non concern for city employees.

It looks like many things are not being done right Mr. Zelkowitz. For that, We have decided to escalate this to the Office Of The Inspector General to further investigate the misconduct, gross mismanagements, delays, inefficiency, abuse of power and discrimination handled at this process, and negligence for part of public employees, for failure to use reasonable care, resulting in damage or injury to me and many other property owners and neighbors trying to work, progress and re-invest our tax money into our area and our properties and businesses for this Commercial Area.

Please find supporting evidence attached below.

Thanks,

Luciana Tiktin

139 NE 1 Ave, HALLANDALE 33009

--





## BOUTIQUE

Phone 954.547.6959  
139 NE 1st AVE, Hallandale, FL 33009

increase became essential for the project.  
I will present you a formal letter regarding this matter.

Below, please find the time table progress on the property and supporting emails with images and evidence about the progress report will be sent to you following this email.

Thanks,

Luciana Tiktin/ 139 NE 1 Ave

**Progress goes as follows:**

**1- 11/14/2019**

Signed contract with Kaller Architects for Architectural documents to present to City permitting system

**2- 3/10/2019**

Meeting with Christy Dominguez about aerial precast roofing for patio.

**3- 3/27/2020**

Mr. Bowe follow up email about City closing due to the pandemic.

**4- 6/10/2020**

Walls professionally painted.

**5- 6/18/2020**

Permits submitted to city permitting system

**6- 6/20/2020**

Mural back wall facing Dixie Hwy is Done.

9:34



signed contract with Kaller  
Architects



me Jul 1  
to Jeremy ^



From Luciana Preguerman yosoyfashion@gmail.com  
To Earle, Jeremy jearle@hallandalebeachfl.gov  
Date Jul 1, 2020, 4:32 PM

----- Forwarded message -----

From: **Laurie Yoder** <[laurie@kallerarchitects.com](mailto:laurie@kallerarchitects.com)>  
Date: Thu, Nov 14, 2019 at 2:56 PM  
Subject: Yo Soy  
To: Luciana Preguerman  
<[yosoyfashion@gmail.com](mailto:yosoyfashion@gmail.com)>

Hi Luciana.....

Please find attached the signed Proposal for your  
Project. We are excited to get started.

Let me know if you have any questions.

Thanks

Laurie



5:50



Phillips, Nikia Jul 8  
to me, Jennae



Good morning,  
The applications are in complete. Add a job description & the notary printed name is required on each application. The property owner contact number, email, address is required

Warm Regards,

**City Hall offering limited in-person services, by appointment**  
Hallandale Beach City Hall reopened to the public on May 18th with limited scheduled services for the **Building and Code Compliance Divisions**. In person assistance will be **from 8am to 3pm on Mondays and Wednesdays**. All other City departments remain accessible via telephone at (954) 457-1489 Monday through Friday 8am - 6pm.

While walk-ins are welcome for the Building Division, appointments for services from the Building and Code Compliance Divisions are preferred. We strongly encourage you to make a virtual appointment online ([click here](#)) or by calling (954) 457-1383 (for Building) or (954)457-1390 (for Code) Monday through Thursday 7am -5:30pm.

**Nikia Phillips Permit Clerk** City of Hallandale Beach | 400 South Federal Highway | Hallandale Beach, FL 33009  
Development Services | Tel: (954) 457-1367 | Fax: (954) 457-1488 | [nphillips@hallandalebeachfl.gov](mailto:nphillips@hallandalebeachfl.gov)



**From:** Luciana Pregarman <[yosoyfashion@gmail.com](mailto:yosoyfashion@gmail.com)>  
**Sent:** Tuesday, July 7, 2020 5:16 PM  
**To:** Graham, Jennae <[jgraham@hallandalebeachfl.gov](mailto:jgraham@hallandalebeachfl.gov)>;  
Phillips, Nikia <[nphillips@hallandalebeachfl.gov](mailto:nphillips@hallandalebeachfl.gov)>  
**Subject:** [139 NE 1 Ave/ Documents](#)

\*\*\*

9:30



Payment Confirmation - City of  
Hallandale Beach, FL

Inbox



noreply Jul 17  
to Yosoyfashion



City of Hallandale Beach, FL

Payment Confirmation

Payment Date		Friday, July 17, 2020		
Order Number		2877		
Line Items				
Invoice #	Item Description	Quantity	Unit Price	Total Price
00035679	NONE	1	\$2,688.00	\$2,688.00
Item Total		\$2,688.00		
Order Total		\$2,688.00		

Thank you for your payment.

City of Hallandale Beach, FL

Reply

Forward

5:50



139 NE 1 Ave/ Documents



Inbox



me Jul 7

to Jennae, Nikia ^



From Luciana Preguerman yosoyfashion@gmail.com  
To Jennae Graham jgraham@hallandalebeachfl.gov  
Phillips, Nikia nphillips@hallandalebeachfl.gov  
Date Jul 7, 2020, 6:16 PM

Hi Nikia,

Here are the documents you requested in PDF format.

Thanks,

Luciana Tiktin

\*\*\*

139 docs.pdf



PDF

13



me Aug 13

Hi Nikia, What email sends the payment confirmations...



me Aug 13

to Nikia v



Never mind. I found it, thanks

8:20





 Phillips, Nikia Jul 9  
to me, Jennae ▾

Good morning Luciana,  
Your application has been processed. Application number PL-OMNI 20-01669 please see attach invoice fee's must be paid online.

Warm Regards,

**City Hall offering limited in-person services, by appointment**  
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**Nikia Phillips Permit Clerk** City of Hallandale Beach | 400 South Federal Highway | Hallandale Beach, FL 33009  
**Development Services** | Tel: (954) 457-1367 | Fax: (954) 457-1488 | [nphillips@hallandalebeachfl.gov](mailto:nphillips@hallandalebeachfl.gov)



**From:** Luciana Preguerman <[yosoyfashion@gmail.com](mailto:yosoyfashion@gmail.com)>  
**Sent:** Wednesday, July 8, 2020 2:59 PM

\*\*\*



**From:** [Simon Ferro](#)  
**To:** [HBCRAmeetings](#)  
**Cc:** [claudiapenas@me.com](mailto:claudiapenas@me.com)  
**Subject:** Item 10 (B) of HBCRA August 17, 2020 agenda  
**Date:** Monday, August 17, 2020 4:24:18 PM  
**Attachments:** [image001.png](#)  
[Letter to HBCRA re Second Amendment to Redevelopment Agreement revised.pdf](#)  
[Second Amendment to Redevelopment Agreement with advance.docx](#)

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Caution! This message was sent from outside your organization.

The attached letter represents the opinion and comments of Hallandale City Center, LLC relating to Item 10 (B) of tonight's HBCRA agenda.

Thank you,

Simon Ferro

**Simon Ferro** | Partner

ARHMF | Avila Rodriguez Hernandez Mena & Ferri LLP  
[2525 Ponce de Leon Blvd., PH 1225](#)  
Coral Gables, Florida 33134  
D 786.260.0457 O 305.779.3560 C 305.431.4922  
[sferro@arhmf.com](mailto:sferro@arhmf.com) | [www.arhmf.com](http://www.arhmf.com)



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We inform you that any tax advice contained in this correspondence was not intended or written by us to be used, and cannot be used by you or anyone else, for the purpose of avoiding penalties imposed by the Internal Revenue Code.

August 17, 2020

Simon. Ferro  
305-779-3560  
[sferro@arhmf.com](mailto:sferro@arhmf.com)

Board of Directors of the Hallandale Beach Community Redevelopment Board  
Chair Joy F. Cooper  
Vice Chair Sabrina Javellana  
Director Mike Butler  
Director Michele Lazarow  
Director Anabelle Lima-Taub

Re: Request by Hallandale City Center, LLC for 90-day extension to submit plans for permitting

Dear Members of the Board:

Our office represents Hallandale City Center, LLC ("HCC"). This will serve as HCC's comments and position regarding the proposed Second Amendment to Redevelopment Agreement ("Second Amendment") identified as Item 10 (B) in the August 17, 2020 meeting agenda for the Hallandale Beach Community Redevelopment Board ("HBCRA"). A copy of the Second Amendment is attached hereto. If approved, the Second Amendment would grant HCC a 90-day extension to submit a building permit application to the City of Hallandale Beach ("City") for a project commonly known as Hallandale City Center (the "Project"). The current deadline to submit the permit application is Monday, August 17, 2020, the date of the HBCRA meeting.

Please be aware that HCC agrees with Sections 1, 2, 4 and 5 of the Second Amendment, but strongly **objects to, and does not agree, with Section 3**, which amends Section 2.3 of the Redevelopment Agreement relating to the CBP Contribution.

Under the Redevelopment Agreement HCC has committed to pay a \$100,000.00 total CBP Contribution in two equal payments of \$50,000.00. The first \$50,000.00 payment is due and payable upon issuance of the building permit by the City. The second \$50,000.00 payment is due 270 days after the first payment is made.

Proposed Section 3 requires full payment of the \$100,000.00 CBP Contribution upon issuance of the building permit. Respectfully, HCC cannot agree to this amendment.

#### History of Project

As the Honorable Members of HBCRA may recall, on March 19, 2018, HBCRA and HCC entered into the Redevelopment Agreement for the development of certain properties owned by HBCRA for the Project.

On March 13, 2019, HBCRA and HCC entered into a First Amendment to Redevelopment Agreement ("First Amendment") which, among other things, required HCC to submit to the City of Hallandale Beach ("City") a building permit application within 180 days of approval of "Necessary Development Approvals" by the City. The First Amendment was the outcome of over a year of discussions and negotiations between HBCRA and HCC that resulted in material modifications to the proposed Project site plan. In addition to

establishing the 180-day deadline for submittal of the building permit application, the First Amendment also established a minimum 6,000 sf size for a grocery store, gave the HBCRA the option of leasing up to 6,000 sf feet of space at a discounted rate, committed HCC to pay a \$50,000.00 Developer Contribution (payment acknowledged by HBCRA), and carved out 2 of the 14 Workforce Housing Units for seniors. Both HBCRA and HCC benefitted from the First Amendment, and the Project was vastly improved. On February 19, 2020, the City approved the Necessary Development Approvals, establishing the date of submittal by HCC of the building permit application as August 17, 2020.

On March 9, 2020, Governor Ron Desantis issued Florida Executive Order 20-52, declaring a state of emergency for the State of Florida due to the COVID-19 pandemic.

On March 10, 2020, Broward County issued Emergency Order 20-01, related to the COVID-19 pandemic. On March 11, 2020, the City followed suit, issuing its own Declaration of State of Emergency, related to the COVID-19 pandemic.

HCC first requested the 90-day extension to HBCRA on April 30, 2020, in order to provide sufficient time for HBCRA to review, discuss and consider the proposal. In alerting HBCRA more than 4 months prior to the August 17, HCC acted responsibly and in good faith to avoid a last minute request for the extension.

Yet, despite numerous communications between HBCRA representatives and HCC since April of this year, the Section 3 language was not disclosed to HCC until Monday, August 10, 2020.

This proposed Section 3 amendment has no relationship whatsoever with HCC's request for the 90-day extension to submit the permit application, which is entirely based on the COVID-19 pandemic. In fact, but for the pandemic, HCC would not be requesting the 90-day extension and this item would not be on your agenda.

### Reasons to deny Section 3

With all due respect, HCC cannot agree to proposed Section 3 of the Second Amendment.

First, as stated above, this request has no relationship to the 90-day extension request, which is made exclusively due to the enormous hardships imposed by the COVID-19 pandemic on the professional architects and engineers preparing the construction drawings.

Second, HCC is already obligated to pay HBCRA the first \$50,000.00 installment of the CBP Contribution upon the issuance of a building permit. This would occur *before HBCRA conveys the property to HCC and before bank financing is in place*. This payment comes out of budgeted, out-of-pocket HCC funds, not bank financing. On the date of the first installment, HCC neither owns the property nor is there a bank disbursement. To add an additional unanticipated \$50,000.00 payment to the first installment is unreasonable and places an inordinate and onerous burden on HCC.

Third, pursuant to the First Amendment, HCC has already made a non-refundable \$50,000.00 Developer Contribution to HBCRA (refundable only in the event of HBCRA default). Upon payment of the first \$50,000.00 CBP payment, HBCRA would have received \$100,000.00 of HCC money *without a conveyance of the property by HBCRA*. Requiring HCC to front an additional \$50,000.00 ahead of the agreed-to timeline is unreasonable and arbitrary.

Fourth, HCC is entitled to the 90-day extension under the *Force Majeure* provision of the Redevelopment Agreement. In fact, HCC may be entitled to more than the requested 90-days, since *Force Majeure* allows extensions for the duration of the event, which, as concerns COVID-19, arguably still exists.

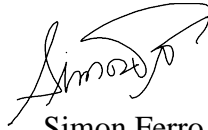
Notwithstanding, it has agreed to the Section 2 language. This 90-day extension request, solely necessitated because of the COVID-19 pandemic, should not be used as an opportunity to extract concessions from HCC.

Fifth, the Agenda Cover Memo (“ACM”), which constitutes the staff recommendation to HCC’s request for the 90-day extension, contains a detailed and reasoned analysis in support of the request. The ACM contains no mention, explanation, analysis or supportive information for Section 3, either because the ACM was written and submitted prior to the Second Amendment draft that incorporated the section (proof that it was a very last minute addition) or because it lacks merit. Regardless of the reason, it lacks merit and should not be approved.

In conclusion, and to reiterate our position, we are in accord on Sections 1, 2, 4 and 5, but do not agree with Section 3, which amends the payment Section 2.3 of the Redevelopment Agreement relating to payment of the CBP Contribution.

Sincerely,

AVILA RODRIGUEZ HERNANDEZ MENA &  
FERRI LLP

A handwritten signature in black ink, appearing to read "Simon Ferro", with a stylized flourish extending from the end of the signature.

Simon Ferro



## **SECOND AMENDMENT TO REDEVELOPMENT AGREEMENT**

THIS SECOND AMENDMENT TO REDEVELOPMENT AGREEMENT (the “**Second Amendment**”) is made and entered into as of August 17, 2020 (the “**Effective Date**”), by and between HALLANDALE CITY CENTER, LLC, a Florida limited liability company (the “**Developer**”), and the HALLANDALE BEACH COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic (the “**HBCRA**”).

### **R E C I T A L S**

1. The HBCRA and the Developer entered into that certain Redevelopment Agreement dated March 19, 2018, as amended by that certain First Amendment to Redevelopment Agreement dated May 13, 2019 (collectively, the “**Redevelopment Agreement**”).

2. The Developer and the HBCRA desire to incorporate certain modifications into the Redevelopment Agreement as set forth in this Second Amendment.

**NOW, THEREFORE**, in consideration of the mutual promises and agreements set forth in this Second Amendment and the Redevelopment Agreement, the adequacy of which is hereby acknowledged, the Developer and the HBCRA agree as follows.

Section 1. **Recitals**. The foregoing recitals are true and correct and incorporated herein by this reference. All defined terms not defined in this Second Amendment shall have the meanings set forth in the Redevelopment Agreement.

Section 2. **Building Permit Application**. Notwithstanding anything in the Redevelopment Agreement to the contrary, the Developer shall submit to the City the building permit application for the Project no later than November 16, 2020. In consideration of the foregoing extension of the building permit application deadline, the Developer hereby waives any claims related to the submission to the City of the building permit application based on Force Majeure (including any claims based on the COVID-19 pandemic) for the period prior to the Effective Date.

Section 3. **CBP Contribution**. Section 2.3 of the Redevelopment Agreement is amended by deleting the definition of CBP Contribution and replacing it with the following:

“CBP Contribution” means One Hundred Thousand and 00/100 Dollars (\$100,000). The CBP Contribution will be paid by the Developer to the City upon the issuance of the building permit. The CBP Contribution shall be paid to and then held and disbursed by the City in accordance with the Community Needs Study.

Section 4. **Gap Grant**. Section 3.11 of the Redevelopment Agreement is hereby amended to reschedule payment of the Gap Grant as follows:

4.1 Line 1 of Section 3.11(a) is amended by deleting “2019-20” and inserting “2020-21.”

4.2 Line 1 of Section 3.11(b) is amended by deleting “2020-21” and inserting “2021-22.”

4.3 Line 1 of Section 3.11(c) is amended by deleting “2021-22” and inserting “2022-23.”

Section 5. Conflicts. Except as expressly modified herein by this Second Amendment, the provisions of the Redevelopment Agreement remain unmodified and in full force and effect and are hereby ratified by the parties. In the event of any conflict between the terms and provisions of this Second Amendment and the terms and provisions of the Redevelopment Agreement, the terms and provisions of this Second Amendment shall control.

[THE REST OF THIS PAGE LEFT INTENTIONALLY BLANK]

**IN WITNESS WHEREOF**, the undersigned have caused the execution hereof as of August 17, 2020.

DEVELOPER:

HALLANDALE CITY CENTER, LLC,  
a Florida limited liability company

By: HALLANDALE CITY CENTER, LLC,  
a Florida limited liability company,  
its Manager

By: \_\_\_\_\_  
Claudia Penas  
Manager

HBCRA:

HALLANDALE BEACH COMMUNITY REDEVELOPMENT AGENCY,  
a public body corporate and politic

By: \_\_\_\_\_  
Jeremy Earle  
Executive Director

Attest:

By: \_\_\_\_\_  
Jenorgen M. Guillen  
HBCRA Secretary

Approved as to form and legal sufficiency:

By: \_\_\_\_\_  
Fox Rothschild LLP  
HBCRA Attorney