

## 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**").

### RECITALS

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. Line 4 of the definition of CBP Contribution in Section 2.3 of the Redevelopment Agreement is amended by deleting the words "two hundred seventy (270)" and inserting the words "one hundred eighty (180)."

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.

Section 6. Counterparts. This Second Amendment may be executed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto were upon the same instrument. Delivery of executed signature pages by facsimile or electronic transmission will constitute effective and binding execution and delivery of this Second Amendment and have the same effect as the delivery of an original executed counterpart.

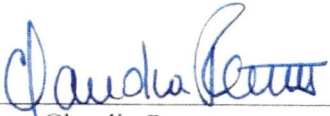
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**IN WITNESS WHEREOF**, the undersigned have caused the execution hereof as of August 17, 2020.

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