

FOURTH AMENDMENT TO REDEVELOPMENT AGREEMENT

THIS FOURTH AMENDMENT TO REDEVELOPMENT AGREEMENT (the “Fourth Amendment”) is made and entered into as of September 28, 2022 (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” together with Developer are collectively “Parties” and individually a “Party”).

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, that certain Second Amendment to Redevelopment Agreement dated August 17, 2020, and that certain Third Amendment to Redevelopment Agreement dated August 16, 2021 (collectively, the “Redevelopment Agreement”).

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

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth in this Fourth 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 Fourth Amendment shall have the meanings set forth in the Redevelopment Agreement.

Section 2. Application Fee. Within three (3) business days of the Effective Date of this Fourth Amendment, the Developer shall replenish the Application Fee in the amount of Twenty Five Thousand and 00/100 Dollars (\$25,000.00). Payment of this amount by HCC to the HBCRA is a condition precedent to the effectiveness of this Fourth Amendment. The Application Fee shall continue to remain evergreen until Final Completion. Upon the request of the HBCRA, the Application Fee shall be replenished in increments as deemed necessary and appropriate by the HBCRA to pay the costs and expenses of the HBCRA relative to the Agreement including, but not limited to, legal fees.

Section 3. Gap Grant. Section 3.11 of the Redevelopment Agreement is hereby amended to reschedule payment of the Gap Grant as follows:

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

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

Accordingly, and based on the Construction Schedule (as defined below), the first three installments of the Gap Grant are scheduled to be paid in Fiscal Year 2022-23. If for any reason, the third installment of the Gap Grant is not disbursed during Fiscal Year 2022-23, then it shall be rolled over and made available for disbursement during Fiscal Year 2023-24. If for any reason other than a default on the part of the HBCRA, the Developer fails to satisfy the requirements set forth in Sections 3.11(a), and (b), respectively, including making the required expenditures prior to the end of the applicable Fiscal Year as the dates for such performance would be extended due to an event of Force Majeure, the Developer hereby acknowledges and agrees that the applicable installment of the Gap Grant shall be forfeited, and the HBCRA shall not have any obligation to pay such installment of the Gap Grant to the Developer.

Section 4. Construction Schedule; Substantial Completion Date. The parties acknowledge and agree that the Developer timely commenced the Work. Attached hereto as Exhibit “A” is the updated Construction Schedule (the “Construction Schedule”). The parties acknowledge and agree that the Substantial Completion Date is September 28, 2024, subject to extension due to an event of Force Majeure. This Fourth Amendment shall constitute the Notice to Proceed for all intents and purposes.

Section 5. Additional Gap Grant. Based solely on information provided by the Developer to the HBCRA, the Developer has demonstrated that there is an increase in Project construction costs resulting in an increase of (a) Six Hundred Sixteen Thousand Five Hundred Forty Two and 30/100 Dollars (\$616,542.30) for the provision of the City Parking Spaces (the “City Parking Spaces Increase”) and (b) Nine Hundred Twenty Four Thousand Seven Hundred Ninety Eight and 92/100 Dollars (\$924,798.92) for the provision of the Workforce Housing (the “Workforce Housing Increase”). Based on the forgoing, the HBCRA hereby approves such increased costs for the Project and agrees to provide an additional Gap Grant to the Developer in the amount of One Million Five Hundred Forty One Thousand Three Hundred Forty One and 22/100 Dollars (\$1,541,341.22) (the “Additional Gap Grant”), subject to the terms and conditions of this Section 5. Disbursement of the Additional Gap Grant shall be made by the HBCRA to the Developer on the following terms to wit:

5.1 Substantial Completion occurs on or before September 28, 2024; and

5.2 The payment of the City Parking Spaces Increase is based on the assumption that the total cost of the City Parking Spaces is equal to or greater than One Million Seven Hundred Sixteen Thousand Five Hundred Forty Two and 30/100 Dollars (\$1,716,542.30) (i.e., the original estimate of One Million One Hundred Thousand and 00/100 Dollars [\$1,100,000.00] plus the City Parking Spaces Increase) with the understanding that, if the total cost of the City Parking Spaces is less than this amount, the portion of the Additional Gap Grant allocated to City Parking Spaces will be reduced commensurately.

5.3 The payment of the Workforce Housing Increase is based on the assumption that the total cost of the Workforce Housing is equal to or greater than Two Million Five Hundred Seventy Four Thousand Seven Hundred Ninety Eight and 92/100 Dollars (\$2,574,798.92) (i.e. the original estimate of One Million Six Hundred Fifty Thousand and 00/100 Dollars [\$1,650,000.00] plus the Workforce Housing Increase) with the understanding that if the total cost of the Workforce Housing is less than this amount, the portion of the Additional Gap Grant allocated to Workforce Housing will be reduced commensurately.

Provided that the Developer satisfies the requirement set forth in Section 5.1 above, the Developer shall provide the HBCRA with supporting documentation in a form reasonably acceptable to HBCRA of all expenses incurred in contemplation in Sections 5.2 and 5.3. HBCRA reserves the right to have such documentation reviewed and reasonably approved by an independent third party, which party shall be paid for by the Developer from the Application Fee. Provided the funding requirements of Section 5.1, 5.2 and 5.3 are satisfied as to each applicable Section as reasonably determined by the HBCRA, the applicable portion of the Additional Gap Grant shall be disbursed by the HBCRA to the Developer within thirty (30) days, or sooner if practicable, after Developer's submission of the reasonable evidence of such expenses as aforesaid (i.e., after evidence of the amount expended to meet the requirements of Section 5.2 as to funding under Section 5.2), after evidence of the amount expended to meet the requirements of Section 5.3 (as to funding under Section 5.3) and after evidence of the amount expended to meet the requirements of Section 5.3 (as to the funding under Section 5.3), and after review and reasonable approval by an independent third party (if HBCRA elects such review as set forth above). If for any reason, other than a default on the part of the HBCRA, the Developer fails to achieve Substantial Completion on or before September 28, 2024, (as such date shall be extended due to an event of Force Majeure) the Developer hereby acknowledges and agrees that the Additional Gap Grant shall be forfeited, and the HBCRA shall not have any obligation to pay the Additional Gap Grant to the Developer. If the Additional Gap Grant is disbursed to the Developer, then (a) the Gap Grant Clawback for the City Parking Spaces as provided in Section 4.5 of the Redevelopment Agreement shall be One Million Seven Hundred Sixteen Thousand Five Hundred Forty Two and 30/100 Dollars (\$1,716,542.30) or such lesser amount as is advanced by HBCRA to the Developer for the City Parking Spaces and (b) the Gap Grant Clawback for the Workforce Housing as provided in Section 4.6(a) of the Redevelopment Agreement shall be Two Million Five Hundred Seventy Four Thousand Seven Hundred Ninety Eight and 92/100 Dollars (\$2,574,798.92) or such lesser amount as is advanced by HBCRA to the Developer for the Workforce Housing for all intents and purposes.

Section 6. Release. Developer, for itself and on behalf each of its members, officers, and managers, and all successors and assigns of each of the foregoing ("Releasing Parties"), hereby unconditionally and irrevocably fully waive, release, acquit, settle, and discharge any and all claims, counterclaims, liabilities, damages, defenses, demands and causes of action that any of the Releasing Parties has or may have against any of the HBCRA, its directors, officers and employees, and all successors and assigns of each of the foregoing (the "Released Parties"), related to or that may have arisen, may arise or are or become assertable solely in connection with the

Redevelopment Agreement and any other documents provided by the HBCRA to the Developer pursuant thereto only as to matters first breached prior to the Effective Date or for actions occurring prior to the Effective Date including any claims, causes of action or defenses based on the negligence of the HBCRA or any of the other Released Parties for acts or omissions prior to the Effective Date and do hereby intend to waive, release, compromise and settle such claims and matters, whether known or unknown, whether reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured and whether they arose collaterally, directly, derivatively or otherwise between the Releasing Parties and the Released Parties (collectively, the “Released Claims”) provided Released Claims shall not include any acts to be performed by HBCRA or matters arising after the Effective Date. Releasing Parties acknowledge that this provision has been specifically bargained for by Lender as a material inducement to the execution of this Fourth Amendment.

Section 7. Covenant Not to Sue. Developer, on behalf of itself and each and every one of the Releasing Parties, covenant and agree never to institute or cause to be instituted or continue prosecution of any suit or other form of action or proceeding of any kind or nature whatsoever against any of the Released Parties by reason of or in connection with any of the Released Claims.

Section 8. Force Majeure. Section 16.16 of the Redevelopment Agreement is deleted in its entirety and replaced by the following:

“Force Majeure. For purposes of this Agreement, “Force Majeure” shall mean the inability of either Party to commence or complete its obligations hereunder by the dates herein required resulting from delays caused by: (a) hurricane, flood, tornado, excessive rain, wind, or other extreme unpredictable weather, natural disaster, meteorological events, seismic event, or other acts of God; (b) fire or other casualty; (c) earthquake; (d) explosion; (e) war (whether or not formally declared); (f) civil unrest, riot, civil commotion or insurrection, or rebellion; (g) area-wide or industry-wide strike, lockout, or other labor dispute; (h) condemnation; (i) act or threat of terrorism; (j) a regional or national disruption of the delivery of materials, ability to receive services or utilities, or of shipping or transportation services; (k) shortage of any material or commodity, which is not due to a Party’s failure to appropriately contract for the same; (l) embargo, quarantine, disease and/or virus outbreak, pandemic, or epidemic; (m) national, regional or local emergency; (n) action or inaction by Governmental Authorities or (o) any other causes beyond either Party’s reasonable control, which shall have been timely communicated in writing to the other Party. Events of Force Majeure shall extend the period of performance of the obligations for the period equal to the period(s) of any such delay(s). Notwithstanding anything herein to the contrary, failure to secure or retain financing or obligation to pay money shall not be deemed an event of Force Majeure.”

Section 9. Confirmation. Each Party hereby confirms that to the best of its knowledge as of the Effective Date that each Party is current and in good standing of its respective obligations under the Redevelopment Agreement.

Section 10. Conflicts. Except as expressly modified herein by this Fourth 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 Fourth Amendment and the terms and provisions of the Redevelopment Agreement, the terms and provisions of this Fourth Amendment shall control.

Section 11. Counterparts; Electronic Execution. This Fourth 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 Fourth 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 September 28, 2022.

DEVELOPER:

HALLANDALE CITY CENTER, LLC,
a Florida limited liability company

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

By: _____
Name: _____
Title: _____

HBCRA:

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

By: _____
Jeremy Earle
Executive Director

Attest:

By: _____
Jenorgen M. Guillen
HBCRA Clerk

Approved as to form and legal sufficiency:

By: _____
Taylor English Duma LLP
HBCRA Attorney