

SECOND AMENDMENT TO DEVELOPMENT AGREEMENT

THIS SECOND AMENDMENT TO DEVELOPMENT AGREEMENT (the "**Second Amendment**") is made and entered into as of March 18, 2019 (the "**Effective Date**"), by and between MEGA DEVELOPERS, LLC, a Florida limited liability company (the "**Developer**"), and the HALLANDALE BEACH COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic (the "**CRA**").

RECITALS

1. The CRA and the Developer entered into that certain Development Agreement as amended by Addendum Number One to Development Agreement both dated March 31, 2016, and as further amended by that certain First Amendment to Development Agreement dated November 19, 2018 (collectively, the "**Development Agreement**").

2. The Developer and the CRA desire to incorporate certain modifications into the Development 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 Development Agreement, the adequacy of which is hereby acknowledged, the Developer and the CRA 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 Development Agreement.

Section 2. **Building Area Densification**. Section 3 of the Addendum Number One to Development Agreement is hereby deleted and replaced by the following:

"Building Area Densification. Reference is made to that certain Proposal/Contract dated November 19, 2018 by Nations Heavy Equipment Corporation ("Nations") for Building Area Densification attached hereto as Exhibit "A" and by this reference made a part hereof (the "Nations Contract"). As additional consideration for Developer's obligations under the Agreement, the CRA agrees to pay for the work set forth in the Nations Contract in an amount not to exceed Thirteen Thousand Two Hundred Forty and 00/100 Dollars (\$13,240.00) (the "Nations Contract Amount"). The Nations Contract Amount shall be paid by the CRA to the Developer on a reimbursement basis no earlier than the date of the closing of the Construction Loan for the Project.

The request for the reimbursement of the Nations Contract Amount shall be in writing and presented to the CRA by the Developer only after payment has been made by Developer to Nations for the work as set forth in the Nations Contract. The CRA shall have the right to inspect and verify the work as set forth in the Nations Contract. By submitting a reimbursement request to the CRA, the Developer shall be deemed to acknowledge and agree, and represent to the CRA, that (a) the work as set forth in the Nations Contract has

been completed in accordance with the Nations Contract and (b) the Developer has previously paid the Nations Contract Amount to Nations.

As a condition of the reimbursement of the Nations Contract Amount, CRA may require the Developer to provide proof of payment as well as any other information and documentation reasonably requested by the CRA. No request for reimbursement shall be made without any requested documentation that is not submitted or is in a form and substance not acceptable to the CRA. The payment of the Nations Contract Amount by the CRA shall not be construed that the work or any portion hereof complies with (x) the Nations Contract and/or (y) applicable law including the Florida Building Code, it being acknowledged and agreed by the Developer that it is the Developer's sole responsibility to ensure the work complies with (x) and (y) above."

Section 3. Conflicts. Except as expressly modified herein by this Second Amendment, the provisions of the Development 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 Development Agreement, the terms and provisions of this Second Amendment shall control.

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IN WITNESS WHEREOF, the undersigned have caused the execution hereof as of March 18, 2019.

DEVELOPER:

MEGA DEVELOPERS, LLC,
a Florida limited liability company

By: 
William C. Delgado
Manager

CRA:

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: 
Fox Rothschild LLP
HBCRA Attorney

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EXHIBIT "A"

Proposal/Contract dated November 19, 2018 by Nations Heavy Equipment Corporation

NATIONS HEAVY EQUIPMENT CORPORATION
1632 NW 29TH AV MIAMI FL 33125 TEL 786-402-0916

PROPOSAL / CONTRACT

DATE: 11-19-18

TO: MEGA DEVELOPERS LLC

106 SE 9TH CT #101 HALLANDALE FL 33009

REF: 414 FOSTER RD

1. Building Soil area densification (Approx. 5000 SQFT) Including:

Mobilization of all equipment and material, including grass and top soil onsite.

Under excavation job as per geotechnical report * to 5' outside of building footprint.
+/- 662CY.

Backfill replacement in 12" compacted lifts.

compact existing fill with single drum roller to meet 95% compaction and balance
out areas not within food print of pad.

*As per Geo report Us South engineering and testing: Nov 2015 Project 15-0307

Exclusions: Density testing, permitting, removal of trash. Any other not addressed
in this proposal.

Total cost for work \$13,240.00

Nations Heavy Equipment corporation will not be responsible for, any damage to landscaping, sod, unmarked pipes or septic tank. Clients shall disclose any knowledge of debris, junk fill, pressure grouting and obstruction of any kind in the proposed work area. Any alteration from above specifications will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, weather or other delays beyond our control. No owner may incur any expense to be charged to National heavy equipment corporation or credited to this contract without previous written approval by National heavy equipment corporation. Property owner to carry liability insurance.

NATIONS HEAVY EQUIPMENT CORPORATION

1632 NW 29TH AV MIAMI FL 33125 TEL 786-402-0916

PROPOSAL / CONTRACT

METHOD OF PAYMENTS:

\$10,000.00 on first backfill replacement 12" compacted lift

\$3,240.00 on completion of work.

Make all checks payable to Nations Heavy Equipment Corporation.

Approved by


Authorized Signature

Date:

Mega Developers LLC

11-14-18


Jose L Turo Date: 11-17-18

National Heavy Equipment corporation.