

**FIRST AMENDMENT TO
ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT FOR
STREETSCAPE ENHACEMENT PROGRAM**

THIS FIRST AMENDMENT (this “Amendment”) TO THE ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT FOR STREETSCAPE ENHACEMENT PROGRAM (the “Assignment and Assumption”) is entered into by 315 Flagler Owner, LLC, a Delaware limited liability company (the “Assignor”) and 315 Flagler QOZB Owner, LLC, a Delaware limited liability company (the “Assignee”), effective as of February 9, 2022 (the “Effective Date”). Capitalized terms used herein but not otherwise defined shall have the meaning set forth in the Agreement (as defined below).

RECITALS

WHEREAS, Assignor and Assignee entered into that certain Assignment and Assumption of Development Agreement for Streetscape Enhancement Program dated as of (the “Assignment and Assumption”); and

WHEREAS, the Members desire to amend the Agreement as set forth herein.

NOW, THEREFORE, for and in consideration of the mutual benefits to be derived, the promises and agreements herein contained, other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Organization. Recital A of the Agreement is hereby modified and restated to read in its entirety as follows:

“A. Assignor is party to that certain Development Agreement for Streetscape Enhancement Program (“Development Agreement”), dated as of November 1, 2016 and recorded on May 16, 2018 as Instrument No. 115079104, by and between Assignor and Fort Lauderdale Community Redevelopment Agency (the “Agency”).”

2. Effect of First Amendment. Except as provided in this Amendment, the Agreement remains unmodified and in full force and effect.

3. Governing Law. This Amendment shall be governed by and construed under the laws of Delaware (without regard to conflict of laws principles), all rights and remedies being governed by said laws.

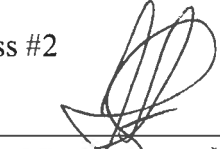
4. Counterparts; Facsimile Signature. This Amendment may be executed (i) in any number of counterparts and by the different parties hereto on separate counterparts each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument and (ii) by a party using a facsimile signature, in which case, the other party is entitled to rely on such facsimile signature as conclusive evidence that this Amendment has been duly executed by such party.

[Signature Page Follows]

Witness #1


Name: GABRIEL JIMENEZ GARCIA

Witness #2


Name: IRINA GARCIA IGLESIAS

ASSIGNEE:

315 Flagler QOZB Owner, LLC, a Delaware limited liability company



By: _____
Name: Carlos J. Rodriguez
Title: Authorized Representative

[SIGNATURE PAGE – FIRST AMENDMENT TO ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT FOR STREETScape ENHACEMENT PROGRAM]

IN WITNESS WHEREOF, this Amendment has been made and executed by the undersigned effective as of the date first written above.

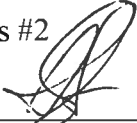
ASSIGNOR:

Witness #1



Name: GABRIEL JIMENEZ GARCIA

Witness #2



Name: ERINA GARCIA IGLESIAS

315 Flagler Owner, LLC, a Delaware limited liability company



By: _____
Name: Carlos J. Rodriguez
Title: Authorized Representative

SIGNATURES CONTINUED ON FOLLOWING PAGE