AMENDMENT NO. 2

TO DEVELOPMENT AGREEMENT

BETWEEN

THE TOWN OF EATONVILLE

AND HOSTDIME.COM, INC.

Effective as of February ____, 2025

AMENDMENT NO. 2 TO DEVELOPMENT AGREEMENT

THE DEVELOPMENT AGREEMENT dated May 26, 2016, as amended by Amendment No. 1 dated January 19, 2024 (the "Agreement"), by and between the TOWN OF EATONVILLE, a municipal corporation chartered and operating under the laws of the State of Florida (the "Town"), and HOSTDIME.COM, INC. ("HostDime"), is hereby amended as follows:

RECITALS:

WHEREAS, Section 8 of the Agreement, as amended, provides that HostDime shall be required to complete construction of the Project, receive a final certificate of occupancy for the Project, and commence operations at the Project by June 30, 2024 (the "Operations Start Date"); and

WHEREAS, the Town previously granted an extension of the Operations Start Date to October 29, 2020, and subsequently granted an extension of the Operations Start Date in Amendment No. 1 to June 30, 2024; and

WHEREAS, Section 3(a)(i) of the Agreement provides that the Town shall reimburse HostDime up to $200,000.00 of verifiable third party costs and expenses incurred by HostDime in connection with the design and construction of the such potable water and sanitary sewer infrastructure; and

WHEREAS, the Town has reimbursed HostDime $200,000.00 in accordance with Section 3(a)(i) of the Agreement; and

WHEREAS, the current Project schedule provides for a substantial completion date of April 19, 2025, and HostDime has requested an extension to the Operations Start Date; and

WHEREAS, the Town has previously granted extension requests by HostDime and the Town has not invoked the Forced Sale option contained in Section 8 of the Agreement; and

WHEREAS, the parties agree that time is of the essence for completion of the Project for the benefit of the Town, its residents, and HostDime; and

WHEREAS, this Amendment has been prepared and reviewed by the Town and HostDime, and the Town and HostDime desire to execute this Amendment No. 2 to effectuate development of the Project.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1.   Section 8 of the Agreement shall be amended as follows:

The Operations Start Date shall be extended to April 30, 2025. As consideration for the extension, in the event HostDime does not obtain a final certificate of occupancy on or before May 15, 2025, HostDime agrees to reimburse the Town $200,000.00, which represents the amount the Town has previously reimbursed HostDime in accordance with the Agreement. Such amount shall be made payable to the Town on or before June 15, 2025.

2.   Governing Law. It is agreed that this Amendment shall be governed by, construed, and enforced in accordance with the laws of the State of Florida.

3.   Partial Invalidity. The invalidity of any portion of this Amendment will not and shall not be deemed to affect the validity of any other provision. If any provision of this Amendment is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties after the expungement of the invalid provision.

4.   Binding Effect. This Amendment shall be binding upon and insure to the benefit of each party's respective successors and assigns.

5. Interpretation. The parties acknowledge each to the other that both they and their counsel have reviewed and revised this Amendment and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Amendment.

6. Counterparts. This Amendment may be executed in any number of counterparts, each of which so executed shall be deemed an original; such counterparts shall together constitute but one agreement.

IN WITNESS WHEREOF, each party to the Agreement has caused it to be executed as of the Effective Date first set forth above.

Witness:

TOWN OF EATONVILLE, FLORIDA

By: _____

_____

Print Name: _____

Print Name: _____

Title: _____

Date: _____

HOSTDIME.COM, INC.

Witness:

By: _____

_____

Print Name: _____

Print Name: _____

Title: _____

Date: _____