

**FIRST AMENDMENT TO
MEMORANDUM OF UNDERSTANDING**

THIS FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING (this "First Amendment") is entered into this 25th day of April, 2017 by and between the TOWN OF SHARON, acting by and through its Board of Selectmen, with an address c/o Town Office Building, 90 South Main Street, Sharon, Massachusetts 02067 (the "Town"), and 25 Tiot Holdings, LLC, a Delaware Limited Liability Company, with a principal place of business located at 1441 SW 10th Avenue, Suite 204, Pompano, FL 33069 ("25 Tiot Holdings").

WHEREAS, 25 Tiot Holdings and the Town entered into a Memorandum of Understanding dated as of March 22, 2017 (the "MOU");

WHEREAS, 25 Tiot Holdings and the Town each desire to clarify and/or amend certain provisions of the MOU;

NOW THEREFORE, in consideration of the commitments contained herein and other good and valuable consideration, the receipt, sufficiency and delivery of which are hereby acknowledged, 25 Tiot Holdings and the Town (sometimes referred to together as the "parties") hereby agree to amend the MOU as follows:

1. For clarification purposes, it is the intent of the Parties that references to the residential condominium development in the MOU, including but not limited to references in Recital B, Paragraph 1.1 and Paragraph 2.4, shall mean the 26 Duplex 52 Unit Residential Condominium Complex.

2. Paragraphs 2.4 and 9.7 are hereby amended by substituting "private restaurant" for "public restaurant."

3. The following additional paragraph 9.14 is hereby added to the MOU:

9.14 Golf Maintenance Facility

In the event that 25 Tiot Holdings decides to relocate the golf maintenance building to another location on its property, 25 Tiot Holdings agrees that the new or relocated maintenance building will not be located closer than 1,000 feet to the closest property boundary of any lot with an existing residential dwelling located on Tiot Street or Edge Hill Road.

4. The MOU, as modified by this First Amendment, is hereby ratified and confirmed and all references to the MOU shall mean the MOU as modified by the First Amendment. The MOU constitutes the entire agreement and understanding of the parties with regard to the subject matter hereof, and shall supersede and merge all prior and contemporaneous written or oral representations, agreements, communications, undertakings and understandings between the Town and 25 Tiot Holdings.

5. Capitalized terms not defined in the First Amendment shall have the definitions provided in the MOU.

6. To the extent there are any conflicts between the MOU and the First Amendment, the provisions of the First Amendment shall control.

7. This First Amendment may be executed in multiple counterparts.

25 TIOT HOLDINGS, LLC

By: _____

Jeff Weintraub, Manager

STATE OF FLORIDA

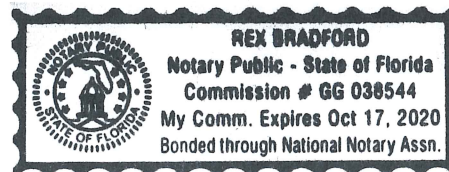
County of BROWARD ss.

On this 19th day of APRIL, 2017, before me, the undersigned notary public, personally appeared Jeff Weintraub, Managing Member, proved to me through satisfactory evidence of identification, which was PERSONALLY KNOWN, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose, as Managing Member of 25 Tiot Holdings, LLC.

Notary Public

My Commission Expires:

Oct. 17, 2020



Town Of Sharon, Acting By And
Through Its Board Of Selectmen

Walter B. Roach

John McSparr

[Signature]

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss.

On this 15th day of April, 2017, before me, the undersigned notary public, personally appeared Walter B. Roach, proved to me through satisfactory evidence of identification, which was personally known to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose, as Chair of the Town of Sharon Board of Selectmen.

Lauren Barnes

Notary Public

My Commission Expires: February 11, 2022

