

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT (the "First Amendment") is made and entered into as of October 28, 2025, by and between the **NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY**, a public body corporate and politic (the "NMCRA") having an address at 735 NE 125th Street, Suite 100, North Miami, Florida 33161, and **HIP ROCK STAR, LLC**, a Florida limited liability company (the "Consultant") having an address at 9100 South Dadeland Boulevard, Suite 1500, Miami, Florida 33156.

RECITALS

1. The CRA and the Consultant entered into that certain Agreement dated November 14, 2023 (the "Agreement") with respect to the provision of certain professional services generally consisting of communications management services as set forth in the Scope of Work.

2. The CRA and the Consultant desire to amend the Agreement as set forth in this First Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties do hereby agree as follows:

1. **Recitals; Defined Terms.** The Recitals set forth above are true and correct and are incorporated in this First Amendment by reference. Any defined terms not defined in this First Amendment shall have the meanings ascribed to them in the Agreement.

2. **Ratification; Conflicts.** Except as expressly modified herein by this First Amendment, the provisions of the 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 First Amendment and the terms and provisions of the Agreement, the terms and provisions of this First Amendment shall control.

3. **Term.** The Term of the Agreement is hereby retroactively extended to September 30, 2026. Compensation for the services provided by Consultant to the NMCRA shall remain at One Hundred Fifty Seven Thousand Five Hundred and 00/100 (\$157,500.00) per year and to be paid pursuant to Section 4.2 of the Agreement.

4. **Contracting with Entities of Foreign Countries of Concern Prohibited.** By entering into, amending, or renewing this Agreement, as applicable, the Consultant affirms that it is not in violation of Section 287.138, Florida Statutes, titled Contracting with Entities of Foreign Countries of Concern Prohibited, as amended. The Consultant further affirms that it is not giving a government of a foreign country of concern, as listed in Section 287.138, Florida Statutes, access to an individual's personal identifying information if: (a) the Consultant is owned by a government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the Consultant; or (c) the Consultant is organized under the laws of or has its principal place of business in a foreign country of concern as is set forth in Section 287.138(2)(a)-(c), Florida Statutes. This affirmation by the Consultant shall be in the form of a Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit to be provided by

the NLCRA, which Affidavit the Consultant agrees to execute and deliver as a material inducement to entering into this Agreement. For purposes of this Agreement the term "Foreign Country of Concern" shall mean the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern.

5. Human Trafficking. By entering into, amending, or renewing this Agreement, as applicable, the Consultant is obligated to comply with the provisions of Section 787.06, Florida Statutes, titled Human Trafficking, as amended. This compliance by the Consultant includes a Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit to be provided by the NLCRA, which Affidavit the Consultant agrees to execute and deliver as a material inducement to entering into this Agreement. This Agreement shall be void if the Consultant submits a false Affidavit pursuant to Section 787.06, Florida Statutes, as amended, or if Consultant violates Section 787.06, Florida Statutes, as amended, during the term of this Agreement, even if the Consultant was not in violation at the time it submitted its Affidavit.

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IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first written above.

**NORTH MIAMI COMMUNITY
REDEVELOPMENT AGENCY,**
a public body corporate and politic

HIP ROCK STAR, LLC
a Florida limited liability company

By: _____
Anna-Bo Emmanuel, Esq.
Executive Director

By: _____
Jessica Modkins
Manager

Attest:

By: _____
Vanessa Joseph, Esq.
NMCRA Secretary

Approved as to form and legal sufficiency:

By: _____
Taylor Duma LLP
NMCRA Attorney