FIRST AMENDMENT TO SCHOOL CONCURRENCY

PROPORTIONATE SHARE MITIGATION AGREEMENT

THIS FIRST AMENDMENT TO THE SCHOOL CONCURRENCY PROPORTIONATE SHARE MITIGATION AGREEMENT ("First Amendment") is entered into as of the Effective Date (as defined below) by and between the **CITY OF BROOKSVILLE**, a municipal corporation of the State of Florida, whose address is 201 Howell Avenue, Brooksville, FL 34601, ("Local Government"), **THE SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA**, a body corporate of the State of Florida, whose address is 919 North Broad St., Brooksville, FL 34601 (the "School Board"), and **BROOKSVILLE DEVELOPMENT PARTNERS, LLC**, a Florida limited liability company whose address is 19046 Bruce B. Downs Blvd., 403 Tampa, FL 33647 ("Applicant") (Local Government, the School Board and Applicant are sometimes referred to as a "**Party**" or collectively as the "**Parties**").

Recital

WHEREAS, the **Parties** entered into that certain School Concurrency Proportionate Share Mitigation Agreement (the "**Agreement**") dated January 7, 2026; and

WHEREAS, the **Applicant** plans to develop three hundred and sixty (360) multifamily dwelling units on the Project Site; and

WHEREAS, the **Applicant** has not received final site plan approval and requests an extension of time to acquire final approval of the site plan; and

WHEREAS, the **Parties** hereby agree to amend the Agreement to allow for an extension of time to acquire site plan approval.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained in this First Amendment, and other good and valuable considerations, the receipt and adequacy of which are hereby acknowledged, the **Parties** agree as follows:

1. **Recitals**. The recitals stated above are true and correct and are incorporated herein by this reference.

2. **Capitalized Terms**. Any capitalized terms used in this First Amendment and not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

3. **Section 11(a) Termination**. Section 11(a) of the Agreement is hereby amended by deleting it in its entirety and replacing it with the following:

> The **Local Government** does not approve the final site plan within (i) twelve (12) months from the execution of the PSMA or the latest amendment thereto, or (ii)

twelve (12) months from the date of the initial application for Site Plan approval, whichever occurs last; or.

4. **Ratification**. Except as modified by this First Amendment, all terms and conditions of the Agreement remain in full force and effect.

5. **Counterparts**. This First Amendment may be executed in several counterparts, each of which may be deemed an original, and all the counterparts together shall constitute one and the same instrument.

6. **Effective Date**. The Effective Date of this First Amendment shall be the date when the last Party executed this First Amendment.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates above each signature:

SCHOOL BOARD

Signed, witnessed, executed, and acknowledged on this___day of_____, 2026.

WITNESSES:	**SCHOOL DISTRICT OF HERNANDO COUNTY, FLORIDA, a body corporate and politic existing under the laws of the State of Florida**
_____ **Print Name:** _____ **Address:** _____ _____	_____ **Kayce Hawkins** Title: School Board Chair **Approved as to form and legality by legal Counsel to The School District of Hernando County, Florida, exclusively for its use and reliance.** _____ Christopher J. Wilson, Esq. Date: 6/22/26
_____ **Print Name:** _____ **Address:** _____ _____	

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me by means of ☐ physical present or ☐ online notarization, this _____day of _____, 2026, by_____, _____.

_____

{AFFIX NOTARY STAMP}

Notary Public of Florida

_____
PRINT, TYPE OR STAMP NAME OF NOTARY

Personally known _____
OR Produced Identification _____
Type of Identification Produced_____

APPLICANT

Signed, witnessed, executed, and acknowledged on this 29th day of June, 2026.

WITNESSES:

Larysa Khimchak
Print Name: Larysa Khimchak
Address 884 Saxon Pl,
Buffalo Grove IL 60089

Alina Sandal
Print Name: Alina Sandal
Address 1692 Hawthorn Ln
Vernon Hills IL 60061

APPLICANT: BROOKSVILLE DEVELOPMENT PARTNERS, LLC

By: Brooksville Development DE LLC

Manager
Title

By: SAF Trust u/a/d July 5, 2022

By:
Boris Tabak, as Co-Trustee of the SAF Trust u/a/d July 5, 2022
Print

Manager
Title

STATE OF ~~FLORIDA~~ Illinois
COUNTY OF ~~HERNANDO~~ Cook

The foregoing instrument was acknowledged before me by means of ☒ physical present or ☐ online notarization, this 29th day of June, 2026, by Boris Tabak.

~~{AFFIX NOTARY STAMP}~~
OFFICIAL SEAL
LARISA KHIMCHAK
Notary Public, State of Illinois
Commission No. 979455
My Commission Expires October 13, 2027

Notary Public of Florida

Larisa Khimchak
PRINT, TYPE OR STAMP NAME OF NOTARY

Personally known X
OR Produced Identification _____
Type of Identification Produced _____

LOCAL GOVERNMENT

CITY OF BROOKSVILLE,
a political subdivision of the
State of Florida

ATTEST:

By: _____
Jennifer Battista, City Clerk

By: _____
Christa Tanner, Mayor

WITNESSES:	**Approved as to form for the reliance of the City of Brooksville:**
_____ **Print Name:** _____ **Address:** _____ _____ _____ **Print Name:** _____ **Address:** _____ _____	_____ **Vose Law Firm, LLP** **City Attorney**

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me by means of ☐ physical present or ☐ online notarization, this _____day of _____, 2026, by_____, _____.

{AFFIX NOTARY STAMP}

Notary Public of Florida

_____
PRINT, TYPE OR STAMP NAME OF NOTARY

Personally known _____
OR Produced Identification _____
Type of Identification Produced_____