

BLOOMFIELD CAPITAL INCOME FUND V, LLC
c/o Bloomfield Capital Partners V, LLC
280 N. Old Woodward Ave., Suite 104
Birmingham, MI 48009

November 2, 2020

Attn: AC Lovingood
RSGE of the St. Lucie County Fire District
c/o Pension Resource Center
4360 Northlake Blvd., #206
Palm Beach Gardens, FL 33410

Re: Rollover of Unfunded Commitment from Series A to Series B
Consent to LLC Agreement Amendment

Dear Investor,

Capitalized terms used herein without definition have the same meanings as in that certain limited liability company agreement (as amended from time to time, the "LLC Agreement") of Bloomfield Capital Income Fund V, LLC ("Fund V").

You are currently an investor in Series A of Fund V. Your total designated Commitment to Series A was \$600,000 (your "Series A Commitment"). Of this amount, Series A called \$335,747 (your "Funded Series A Commitment"), leaving uncalled \$264,253 (your "Unfunded Series A Commitment") as of October 27, 2020. The Call Period of Series A is scheduled to close November 16, 2020. Fund V intends to launch Series B in the coming months. By countersigning and returning this letter, you agree that:

1. You hereby make a Commitment to Series B equal to your Unfunded Series A Commitment on November 16 (i.e., your Unfunded Series A Commitment on November 16 will continue to be committed to, and may be called by, Series B) in accordance with the terms of the LLC Agreement and any side letter you have entered into with Fund V. Your Funded Series A Commitment and Unfunded Series A Commitment amounts may change up to November 16 due to capital calls and/or any return of capital until November 16; this agreement shall apply to amounts as of November 16, and an acknowledgement of final amounts shall be distributed to you at that time.
2. You hereby acknowledge receipt of the Amended and Restated Limited Liability Company Agreement of Bloomfield Capital Income Fund V, LLC, and that you agree and consent to the amendments to the LLC Agreement contained therein. Except as expressly amended therein, all of the provisions of the LLC Agreement shall remain in full force and effect. And nothing herein shall impair the effectiveness nor otherwise modify the obligation of any side letter you have entered into with Fund V, as to either Series A or Series B.
3. All of your representations, warranties, covenants and information (including, without limitation, information on which a representation, warranty or covenant was based)

contained in the Subscription Agreement that you executed in connection with your Commitment to Series A of Fund V remain true and correct and are deemed restated as of the date hereof with respect to your Commitment to Series B of Fund V.

4. This letter may be executed in one or more counterparts all of which taken together shall be deemed to constitute one and the same instrument. This letter may be executed by any electronic means acceptable to the Managing Member. This letter (a) will be binding upon your heirs, successors, legal representatives and assigns, and (b) will be governed by and construed in accordance with the laws of the State of Delaware (without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than the State of Delaware).

[Signature page follows on next page.]

Sincerely,

BLOOMFIELD CAPITAL INCOME FUND V, LLC

By: Bloomfield Capital Partners V, LLC,
its Managing Member

By: _____
Name: Jason Jarjosa
Title: Authorized Person

Acknowledged & Agreed:

Retirement System for the General Employees' of the St. Lucie County Fire District

By: _____
Name:
Title: