

This instrument prepared by:
Gabrielle Bush, Esq.
Assistant City Attorney
City of Fort Lauderdale
1 East Broward Blvd., Suite 1320
Fort Lauderdale, FL 33301

FIRST AMENDMENT TO REVOCABLE LICENSE

THIS FIRST AMENDMENT (the "First Amendment") entered into this ____ day of _____, 2025, to the Revocable License (the "Revocable License") dated January 5th, 2022, is by and between:

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida, 101 NE 3rd Avenue, Fort Lauderdale, FL 33301 (hereinafter "CITY").

and

CG RIVERWALK LP, a Delaware limited partnership authorized to conduct business in the State of Florida, FEIN # 87-2220421, whose mailing address is 3399 Peachtree Road, Suite 600, Atlanta, Georgia 30326, its successors and assigns (hereinafter, "LICENSEE"), each of which may be referred to individually as "Party" or jointly as "Parties".

WITNESSETH:

WHEREAS, the Revocable License was executed by the parties on August 4th, 2022; and

WHEREAS, the Revocable License will expire under the original term and exhausted extension options to renew on April 3, 2025, unless the terms are amended; and

WHEREAS, in order to complete the construction of the Development Project, LICENSEE indicates it is necessary to maintain the Revocable License beyond the allotted extensions to ensure the public's safety during the construction period; and

WHEREAS, CITY and LICENSEE are in mutual agreement to amend the Revocable License; and

WHEREAS, unless modified herein, all other terms and conditions of the Revocable License, and any amendments thereto, shall remain in full force and effect.

WHEREAS, CITY and LICENSEE are in mutual agreement that the Execution of the First Amendment to the Revocable License shall be the date when the last party to this First Amendment has executed this Amendment and shall be enforceable accordingly; and

NOW, THEREFORE, and in consideration of the foregoing, and the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, CITY and LICENSEE agree as follows:

Article 4 – Term Section 4.1.1(b) Duration of the Revocable License shall be Amended as to the following:

This Agreement shall automatically terminate on July 31, 2025, unless terminated sooner, suspended, or extended in accordance with the terms of this Agreement. The City Manager shall have the authority, upon written request by LICENSEE, to extend the term of this closure by not more than four (4) thirty (30) day periods beyond the period set forth in this subsection. Requests for extensions must be made at least two (2) weeks prior to the expiration date of this closure.

[THE BALANCE OF THIS PAGE REMAINS INTENTIONALLY BLANK.]

AS TO CITY

WITNESSES:

CITY OF FORT LAUDERDALE, a
Florida municipality.

Print Name: _____
Address: _____

By: _____
Dean J. Trantalis, Mayor

Print Name: _____
Address: _____

ATTEST:

David R. Soloman, City Clerk

By: _____
Rickelle Williams, City Manager

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2025, by DEAN J. TRANTALIS, as Mayor for the City of Fort Lauderdale, a Florida municipality.

[SEAL]

Notary Public, State of Florida
(Signature of Notary Public)

(Print, Type, or Stamp Commissioned Name
of Notary Public)

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2025, by RICKELLE WILLIAMS, as City Manager for the City of Fort Lauderdale, a Florida municipality.

[SEAL]

Notary Public, State of Florida
(Signature of Notary Public)

(Print, Type, or Stamp Commissioned Name
of Notary Public)

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

Approved as to form and correctness:

Gabrielle Bush, Assistant City Attorney

AS TO LICENSEE:

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

CG Riverwalk LP

By: CG Riverwalk GP LLC, a Delaware
Limited Partnership authorized to transact
business in the State of Florida
General Partner

By: Lion Gables Realty Limited
Partnership, a Delaware limited
partnership authorized to transact
business in the State of Florida
General Partner

By: Gables GP LLC, a Texas limited
partnership authorized to transact
business in the State of Florida
General Partner

WITNESSES:

By: _____
Jorgen Punda, Senior Vice President

Print Name: _____
Address: _____

Print Name: _____
Address: _____

STATE OF _____:
COUNTY OF _____:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2025, by Jorgen Punda, as Senior Vice President of **CG Riverwalk LP**, a Delaware limited partnership authorized to transact business in the State of Florida.

[SEAL]

Notary Public, State of _____
(Signature of Notary Public)

(Print, Type, or Stamp Commissioned Name
of Notary Public)

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____