

2019 AMENDMENT TO BOAT SHOW AGREEMENTS

This 2019 Amendment to Boat Show Agreements ("**Amendment**") by and between Rahn Bahia Mar L.L.C., a Delaware limited liability company, and its successors and assigns ("**Tenant**"), Rahn Marina, LLC, a Florida limited liability company, and its successors and assigns ("**Subtenant**"), Marina Industries Association of South Florida, Inc. ("**MIA**"), and Yachting Promotions, Inc. ("**YPI**" together with MIA being collectively the "**Boat Show Parties**");

WHEREAS, there is an Existing Amended and Restated Agreement effectively dated March 7, 2006 (the "**Original Agreement**") between Tenant d/b/a Bahia Mar Resort and Yachting Center, MIA and YPI, as modified by First Amendment to Amended and Restated Agreement dated October 24, 2007 (the "**First Amendment**"), by Second Amendment to Amended and Restated Agreement dated July 7, 2008 (the "**Second Amendment**") and the 2010 Boat Show Economic Relief Agreement dated as of October 15, 2010 (to which FL Grande L.L.C. d/b/a Hilton Fort Lauderdale Marina was also a party; the "**2010 Agreement**") (the Original Agreement, the First Amendment, the Second Amendment and the 2010 Agreement are referred to hereafter together as the "**Existing Agreement**") and that certain Extended Boat Show Lease between Tenant, MIA and YPI dated June 6, 2017 ("**New Lease**"), which together with the Existing Agreement are collectively the "**Agreements**"). Capitalized terms not defined herein shall have the meanings assigned to them in the Agreements, as indicated; and

WHEREAS, Tenant, Subtenant and Boat Show Parties (collectively the "**Parties**") desire to amend the Agreements to reflect certain understandings and agreements of the Parties;

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, the Parties intending to be legally bound, hereby agree as follows:

1. The recitations heretofore set forth are true and correct and are incorporated herein by this reference.
2. The Agreements as modified by this Amendment remains in full force and effect. To the extent of any inconsistency between the terms of this Amendment and the terms of the Agreements, the terms of this Amendment shall supersede and control to the extent of such inconsistency.
3. The Tenant hereby advises that to the actual knowledge of the Tenant, except for the repairs to be made by the Boat Show Parties as set forth on **Schedule I** (i) there have been no material defaults by the Boat Show Parties under the Agreements which remain uncured; (ii) no event has occurred which with the passage of time is reasonably anticipated to constitute a material default of the Agreements; (iii) no event has occurred which is reasonably anticipated with the passage of time to give the Tenant the right to terminate the Agreements; and (iv) the present lender whose lien encumbers the Tenant's leasehold interest under the Ground Lease is Synovus Bank, as successor by merger from Florida Community Bank. Other than as set forth on **Schedule I**, Tenant acknowledges and agrees that, to the best of James D. Tate's and/or Charles Walker's actual knowledge, the Boat Show Parties have no obligation or responsibility to perform any other repairs or replacements to, or restoration of, the Show Site in connection with any prior Boat Shows or arising from any prior Show Dates and Tenant hereby releases the Boat Show Parties from any liability in connection therewith to the extent in James D. Tate's and/or Charles Walker's actual knowledge and not listed on **Schedule I**. Notwithstanding the foregoing, there is an existing dispute between Tenant and Boat Show Parties with respect to electric payments for prior Boat Shows and the provisions of this Section 3 shall not apply to this dispute.

4. Tenant hereby acknowledges and agrees that both the "Boat Show Party Condition" and the "Lender Approval Condition" set forth in Section 21(r) of the New Lease have been satisfied and the New Lease is now effective. Upon request of the Boat Show Parties, Tenant shall reasonably cooperate, at no out-of-pocket expense to Tenant, with the Boat Show Parties, to obtain a non-disturbance and recognition agreement from the City under the Ground Lease without either Tenant or Boat Show Parties providing the City with a copy of the Agreements (or the terms thereof).

5. The Parties hereby acknowledge and agree that the Sublease and the Subtenant's rights thereunder are expressly subject and subordinate to the Agreements, and the Boat Show Parties and the Tenant shall remain in direct privity under the Agreements. In the event of a breach of the Agreements (whether by Subtenant or Tenant), the Boat Show Parties shall have the right to enforce all rights, remedies and obligations under the Agreements against Tenant.

6. Notwithstanding Section 21(h) of the New Lease or any other contrary language set forth in the Agreements, MIA, YPI and Tenant each hereby acknowledge that Subtenant shall have the rights of an intended third-party beneficiary under the Agreements as it relates to the premises demised to Subtenant under that certain Sub-Lease and Easement Agreement dated May 13, 2019 (as amended, the "Sublease"), between Tenant and Subtenant ("**Marina Premises**"). In the event that the Subtenant enforces its rights as an intended third party beneficiary under the Agreement with respect to the payment of rent under the Agreements, such rent, including any applicable damages or interest (collectively, "**Rent**") shall be paid by the Boat Show Parties to the Tenant and upon Tenant's receipt of the Rent, the Tenant shall pay the Subtenant the portion of Rent due Subtenant (paid by the Boat Show Parties to the Tenant) pursuant to the provisions of that certain Sub-Sublease between Tenant and Subtenant (the "**Sub-Sublease**"). Subtenant and Tenant hereby agree that the Boat Show Parties shall have no liability to Subtenant for any payments made in accordance with this Section 4.

7. MIA and YPI will list Subtenant as an additional indemnified party on the Hold Harmless Agreement attached as Exhibit E of the New Lease and Exhibit C of the Existing Lease.

8. The Agreements are subordinate to the mortgage in favor of Synovus Bank f/k/a Florida Community Bank ("**Lender**"), subject to the Subordination, Non-Disturbance and Attornment Agreements dated September 7, 2017 between Tenant, Lender, MIA and YPI. Upon request of the Tenant, MIA and YPI will provide Tenant and its lenders with an SNDA from MIA and YPI pursuant to the terms and conditions of Section 14 of the New Lease.

9. As long as the Subtenant or Tenant performs the Tenant's obligations under the Agreements with respect to the Marina Premises in accordance with the Agreements, then upon any default by the Tenant under the Agreements, the Boat Show Parties shall not sue the Subtenant or hold the Subtenant liable for any other defaults of the Tenant under the Agreements. In the event of a breach by Subtenant of the Tenant's obligations under the Agreements with respect to the Marina Premises, the Boat Show Parties shall have the right to enforce all rights, remedies and obligations under the Agreements against Subtenant.

10. Upon request of the Subtenant or Tenant, MIA and YPI will provide Subtenant with an Estoppel Certificate from MIA and YPI pursuant to Section 21(e) of the New Lease.

11. The Parties hereby acknowledge and agree that Exhibit C "Boat Show Dates" attached to the New Lease is hereby deleted in its entirety and replaced with Schedule 2 attached to this Amendment.

12. MIA and YPI will add Subtenant as a designated additional notice party under the Agreements and as an additional General Manager contact for the Marina as set forth on page (i) of the Extended Lease.

13. Notices. All notices of request, demand and other communications hereunder shall be addressed to the parties as follows:

As to Tenant: Rahn Bahia Mar, LLC
1175 N.E. 125th Street, Suite 102
North Miami, FL 33161
Attn: James D. Tate
Telephone: (305) 891-1107 x 202
Email: Jimmyv@Tatecapital.com

With a copy to: Greenspoon Marder, P.A.
200 E. Broward Blvd., Suite 1800
Fort Lauderdale, FL 33301
Attention: Barry E. Somerstein, Esq.
Telephone: (954) 527-2405
Email: Barry.Somerstein@gmlaw.com

As to Subtenant Rahn Marina, LLC
1175 N.E. 125th Street, Suite 102
North Miami, FL 33161
Attn: James D. Tate
Telephone: (305) 891-1107 x 202
Email: Jimmyv@Tatecapital.com

With a copy to: Greenspoon Marder, P.A.
200 E. Broward Blvd., Suite 1800
Fort Lauderdale, FL 33301
Attention: Barry E. Somerstein, Esq.
Telephone: (954) 527-2405
Email: Barry.Somerstein@gmlaw.com

As to Boat Show Parties: Marina Industries Association of South Florida, Inc.
2312 S. Andrews Avenue
Fort Lauderdale, FL 33316
Attn: Philip Purcell, Executive Director
Email: phil@miasf.org

With a copy to: Gunster, Yoakley & Stewart, PA
450 East Las Olas Boulevard, Suite 1400
Fort Lauderdale, FL 33301-4206
Attn: Danielle DeVito-Hurley, Esq.
Email: ddevito@gunster.com

and

Yachting Promotions, Inc.
c/o Informa Group PLC
711 Third Avenue, 8th Floor
New York, NY 10017
Attn: Ken McAvoy, Executive Vice President-Corporate
Development
Email: Ken.McAvoy@informa.com

With a copy to:

Informa Group PLC
711 Third Avenue, 8th Floor
New York, NY 10017
Attn: Brian Dasandani, Senior Corporate Counsel --
America's Global Support
Email: brian.dasandani@informusa.com

unless the address or telephone number is changed by the party by like notice given to the other parties. Notice shall be in writing and shall be deemed delivered: (a) three (3) days after mailing when mailed certified mail, return receipt requested, postage prepaid, or upon hand delivery to the address indicated or (b) on the day of delivery by Federal Express or other nationally recognized overnight delivery service for delivery at the address indicated or (c) when received by electronic transmission at the email address indicated (with confirmation of receipt). Notice sent by counsel for either of the parties shall be deemed to be notice sent by such party.

14. This Amendment may be executed in any number of counterparts, each of which, when executed, shall be deemed an original and all of which shall be deemed one and the same instrument. Facsimile and electronic transmission signatures of this Amendment shall be deemed to be original signatures.

[Signature page to follow]

Dated as of the date first above written.

WITNESSES:

Yujaina Rizo
Signature
Yujaina Rizo
Printed Name
Sandra Wilson
Signature
SANDRA WILSON
Printed Name

RAHN BAHIA MAR, L.L.C., a Delaware limited liability company

By: [Signature]
Name: James D. Tate
Title: President
Date: 9/10/19

Yujaina Rizo
Signature
Yujaina Rizo
Printed Name
Sandra Wilson
Signature
SANDRA WILSON
Printed Name

RAHN MARINA, LLC, a Florida limited liability company

By: [Signature]
Name: James D. Tate
Title: President
Date: 9/10/19

BOAT SHOW PARTIES:

MARINE INDUSTRIES ASSOCIATION OF SOUTH FLORIDA, INC.

Signature
Printed Name

By: _____
Name: _____
Title: _____
Date: _____

Signature
Printed Name

YACHTING PROMOTIONS, INC.

Chelsea Loesel
Signature
Chelsea Loesel
Printed Name
Brian Vasodani
Signature
Brian Vasodani
Printed Name

By: [Signature]
Name: Thomas C. Ether
Title: SVP and General Counsel
Date: 09/09/2019

Dated as of the date first above written.

WITNESSES:

Signature RAHN BAHIA MAR, L.L.C., a Delaware limited liability company

Printed Name

Signature

Printed Name

By: _____
Name: _____
Title: _____
Date: _____

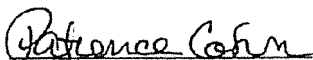
Signature RAHN MARINA, LLC, a Florida limited liability company

Printed Name

Signature

Printed Name

By: _____
Name: _____
Title: _____
Date: _____



Signature
Pallenca Cohn

Printed Name

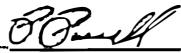


Signature
James Mallard

Printed Name

BOAT SHOW PARTIES:

**MARINE INDUSTRIES ASSOCIATION OF
SOUTH FLORIDA, INC.**

By: 
Name: Phillip Purcell
Title: CEO/President
Date: 8/8/19

YACHTING PROMOTIONS, INC.

Signature

Printed Name

Signature

Printed Name

By: _____
Name: _____
Title: _____
Date: _____

SCHEDULE 1
REPAIRS

FLIBS/Informa Damaged Item Detail
(9/9/19 Rev 03)

1. Informa to supply Bahia Mar Dock Whaler Boards (Outer, Middle & Inner) for Face Docks Slips E-501 thru F-607 and Bahia Mar to supply all galvanized "thru-rods." The installation labor costs (not to exceed \$50,000) for the Whaler Boards and "thru-rods" will be evenly split between both parties. Installation to take place during Bahia Mar slow period (summer months) in 2020.
2. Informa to repair dock listing issue on docks D & E and D & E Connector Dock along with chipped concrete. Chipped concrete repairs will be made by Informa / Bahia Mar approved vendor Kenny Williamson Concrete. Installation to take place during Bahia Mar slow period (summer months) in 2020.
3. Informa to replace damaged Whaler Boards and install aluminum plates to protect T-Head from damage on H-Dock. Installation to take place prior to 2019 Boat Show.
4. Informa to repair listing Finger Piers D-414 and D426. Installation to take place during Bahia Mar slow period (summer months) in 2020.
5. Informa to repair or replace the Lower Section of D-Ramp. Installation to take place during Bahia Mar slow period (summer months) in 2020.
6. Informa to repair or replace 6 dock utility covers. Installation to take place as soon as utility covers arrive from supplier.
7. Informa will repair or replace cracked sidewalk located south of Tennis Court. Installation to take place after 2019 Boat Show.
8. Item 8a. Informa to provide rubberized sealer and Bahia Mar to install the material. Informa to purchase as soon as possible and deliver to Bahia Mar for install.

Item 8b. Informa to replace sagging boards that contain evidence of Lag Bolt Holes. Installation to take place during Bahia Mar slow period (summer months) in 2020.
9. Informa to replace (3) concrete benches damaged during transport and verify if the concrete benches are truly required to be moved. Installation to take place as soon as utility covers arrive from supplier.
10. Informa will repair or replace 4 damaged fabric panels located at various dock ramp entrances. Installation to take place as soon as utility covers arrive from supplier.

11. Informa will Asphalt repair patch asphalt in the Concessions Area of the Boat Show. Repair will take place after 2019 Boat Show.
12. Informa to replace (3) gray dock carts as well as provide locks and chains to be used by Bahia Mar to lock carts during Boat Shows. Carts will be delivered to Bahia Mar direct from supplier.
13. Informa will repair or replace Fence & Rolling Gate located on Northeast side of property facing the Coast Guard Building. Installation to take place after 2019 Boat Show.
14. Informa to repair 4 to 5' of pavers in front of Dock Master Office. Repair to take place after 2019 Boat Show.

SCHEDULE 2 EXHIBIT C "BOAT SHOW DATES"

Ft Lauderdale Int'l Boat Show Event Dates

Years	Revised Dates		Event Show Dates		Event Out Dates	
	Land	Water	Open	Close	Land	Water
2019	10/14/2019	10/21/2019	10/30/2019	11/3/2019	11/13/2019	11/9/2019
2020	10/12/2020	10/19/2020	10/28/2020	11/1/2020	11/11/2020	11/7/2020
2021	10/11/2021	10/18/2021	10/27/2021	10/31/2021	11/10/2021	11/6/2021
2022	10/10/2022	10/17/2022	10/26/2022	10/30/2022	11/9/2022	11/5/2022
2023	10/9/2023	10/16/2023	10/25/2023	10/29/2023	11/8/2023	11/4/2023
2024	10/14/2024	10/21/2024	10/30/2024	11/3/2024	11/13/2024	11/9/2024
2025	10/13/2025	10/20/2025	10/29/2025	11/2/2025	11/12/2025	11/8/2025
2026	10/12/2026	10/19/2026	10/28/2026	11/1/2026	11/11/2026	11/7/2026
2027	10/11/2027	10/18/2027	10/27/2027	10/31/2027	11/10/2027	11/6/2027
2028	10/9/2028	10/16/2028	10/25/2028	10/29/2028	11/8/2028	11/4/2028
2029	10/15/2029	10/22/2029	10/31/2029	11/4/2029	11/14/2029	11/10/2029
2030	10/14/2030	10/21/2030	10/30/2030	11/3/2030	11/13/2030	11/9/2030
2031	10/13/2031	10/20/2031	10/29/2031	11/2/2031	11/12/2031	11/8/2031
2032	10/11/2032	10/18/2032	10/27/2032	10/31/2032	11/10/2032	11/6/2032
2033	10/10/2033	10/17/2033	10/26/2033	10/30/2033	11/9/2033	11/5/2033
2034	10/9/2034	10/16/2034	10/25/2034	10/29/2034	11/8/2034	11/4/2034
2035	10/15/2035	10/22/2035	10/31/2035	11/4/2035	11/14/2035	11/10/2035
2036	10/13/2036	10/20/2036	10/29/2036	11/2/2036	11/12/2036	11/8/2036
2037	10/12/2037	10/19/2037	10/28/2037	11/1/2037	11/11/2037	11/7/2037
2038	10/11/2038	10/18/2038	10/27/2038	10/31/2038	11/10/2038	11/6/2038
2039	10/10/2039	10/17/2039	10/26/2039	10/30/2039	11/9/2039	11/5/2039
2040	10/15/2040	10/22/2040	10/31/2040	11/4/2040	11/14/2040	11/10/2040
2041	10/14/2041	10/21/2041	10/30/2041	11/3/2041	11/13/2041	11/9/2041
2042	10/13/2042	10/20/2042	10/29/2042	11/2/2042	11/12/2042	11/8/2042
2043	10/12/2043	10/19/2043	10/28/2043	11/1/2043	11/11/2043	11/7/2043
2044	10/10/2044	10/17/2044	10/26/2044	10/30/2044	11/9/2044	11/5/2044
2045	10/9/2045	10/16/2045	10/25/2045	10/29/2045	11/8/2045	11/4/2045
2046	10/15/2046	10/22/2046	10/31/2046	11/4/2046	11/14/2046	11/10/2046
2047	10/14/2047	10/21/2047	10/30/2047	11/3/2047	11/13/2047	11/9/2047
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2050	10/10/2050	10/17/2050	10/26/2050	10/30/2050	11/9/2050	11/5/2050
2051	10/9/2051	10/16/2051	10/25/2051	10/29/2051	11/8/2051	11/4/2051
2052	10/14/2052	10/21/2052	10/30/2052	11/3/2052	11/13/2052	11/9/2052
2053	10/13/2053	10/20/2053	10/29/2053	11/2/2053	11/12/2053	11/8/2053
2054	10/12/2054	10/19/2054	10/28/2054	11/1/2054	11/11/2054	11/7/2054
2055	10/11/2055	10/18/2055	10/27/2055	10/31/2055	11/10/2055	11/6/2055
2056	10/9/2056	10/16/2056	10/25/2056	10/29/2056	11/8/2056	11/4/2056
2057	10/15/2057	10/22/2057	10/31/2057	11/4/2057	11/14/2057	11/10/2057
2058	10/14/2058	10/21/2058	10/30/2058	11/3/2058	11/13/2058	11/9/2058
2059	10/13/2059	10/20/2059	10/29/2059	11/2/2059	11/12/2059	11/8/2059
2060	10/11/2060	10/18/2060	10/27/2060	10/31/2060	11/10/2060	11/6/2060
2061	10/10/2061	10/17/2061	10/26/2061	10/30/2061	11/9/2061	11/5/2061
2062	10/9/2062	10/16/2062	10/25/2062	10/29/2062	11/8/2062	11/4/2062
2063	10/15/2063	10/22/2063	10/31/2063	11/4/2063	11/14/2063	11/10/2063
2064	10/13/2064	10/20/2064	10/29/2064	11/2/2064	11/12/2064	11/8/2064
2065	10/12/2065	10/19/2065	10/28/2065	11/1/2065	11/11/2065	11/7/2065
2066	10/11/2066	10/18/2066	10/27/2066	10/31/2066	11/10/2066	11/6/2066
2067	10/10/2067	10/17/2067	10/26/2067	10/30/2067	11/9/2067	11/5/2067
2068	10/15/2068	10/22/2068	10/31/2068	11/4/2068	11/14/2068	11/10/2068
2069	10/14/2069	10/21/2069	10/30/2069	11/3/2069	11/13/2069	11/9/2069
2070	10/13/2070	10/20/2070	10/29/2070	11/2/2070	11/12/2070	11/8/2070

Information Classification: General