

Prepared by and return to:

Kapp Morrison LLP
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FIRST AMENDMENT TO AMENDED AND RESTATED LEASE AGREEMENT

THIS FIRST AMENDMENT TO AMENDED AND RESTATED LEASE AGREEMENT dated as of _____, 2018 (this “**Amendment**”) is entered into between:

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida (the “**Lessor**”);

and

ONE BROWARD BLVD HOLDINGS, LLC, a Delaware limited liability company (the “**Lessee**”).

WHEREAS, Lessor and RSPII BARNETT BANK PLAZA, LTD. (“**Initial Lessee**”) entered into that certain Amended and Restated Lease Agreement dated as of December 15, 2000, recorded on June 21, 2001 in Official Records Book 31745, Page 1502 (the “**Original Amended and Restated Lease**”) which, among other things, leased and demised certain parking spaces to Initial Lessee to be located on the Fourth Floor of that certain parking garage located on or above the real property legally described as follows:

[See Exhibit “A” attached to and made a part hereof]

WHEREAS, the Original Amended and Restated Lease was assigned by Initial Lessee to DBSI ST Tower, LLC (“**Interim Lessee**”) pursuant to an Assignment of Lease and Assumption Agreement recorded in Official Records Book 38857, Page 1100;

WHEREAS, Interim Lessee subsequently assigned the Original Amended and Restated Lease pursuant to those Assignment of Lease and Assumption Agreements recorded in Official Records Book 39084, Page 1948, Official Records Book 39119, Page 1307, Official Records Book 39283, Page 1960, Official Records Book 39476, Page 830 and Official Records Book 39585, Page 646 (collectively, the “**Assignments**”) to individual holders of tenant in common interests identified in such assignments (collectively, the “**TIC Lessees**”);

WHEREAS, the TIC Lessees merged into Lessee which is the surviving entity and successor by merger to the TIC Lessees pursuant to that certain Certificate of Merger dated July 27, 2009 and filed by Lessee with the Secretary of State of Delaware on August 26, 2009;

WHEREAS, Lessor and Lessee desire to amend the Original Amended and Restated Lease to increase the number of parking spaces leased to Lessee on the Fourth Level of the Parking Garage;

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this First Amendment, Lessor and Lessee agree to amend and modify the Original Amended and Restated Lease as follows:

1. **Definitions.** Capitalized terms used but not defined in this First Amendment shall have the same definitions given to them in the Original Amended and Restated Lease. If there is any conflict between the terms of this First Amendment and the Original Amended and Restated Lease, the terms of this First Amendment shall control.

2. **Amendment to Add 150 Parking Spaces.** Section 10 of the Original Amended and Restated Lease is hereby amended by adding the following new paragraphs

3. **Immediately after the existing paragraph:**

“In addition to the one hundred parking spaces referenced in the paragraph above, Lessor and Lessee agree that throughout the Lease Term, Lessor shall provide to Lessee for use by its employees, tenants, permittees and invitees, one hundred fifty (150) parking spaces located on the Fourth Level of the Parking Garage upon the same terms and conditions set forth in this Lease (the “**Additional Parking Spaces**”) except that such Additional Parking Spaces shall be leased at an initial rate of fifty dollars (\$50) per month per space, subject to adjustment from time to time, , but not more frequently than once in each calendar year starting from the date of this First Amendment, by Lessor to a market rate reasonably determined by Lessor, upon not less than 30 days prior written notice to “Lessee”. All other annual base rental shall be adjusted and re-calculated in accordance with Section 3 of this Lease.

To induce Lessor to assign Additional Parking Spaces to Lessee, simultaneously with the execution of this First Amendment, the parties have entered into that certain Parking Facilities Management Agreement (the “Management Agreement”) under which Lessor shall assume responsibility for the operation and management of the Parking Garage. Termination of the Management Agreement, whether with or without cause, shall serve to automatically terminate the Original and Amended and Restated Leases, and all prior leases, as amended.

4. **Ratification.** Except as modified by this First Amendment, the Original Amended and Restated Lease shall remain otherwise unmodified and in full force and effect and the parties ratify and confirm the terms of the Original Amended and Restated Lease as modified by this

First Amendment (the “**Lease**”). All future references to the Lease shall mean the Original Amended and Restated Lease as modified by this First Amendment.

5. **Lessee’s Representations.** Lessee represents and warrants as follows:

5.1 Lessee is duly organized, validly existing, and in good standing under the laws of the state in which it was formed and is duly qualified to transact business in the State of Florida.

5.2 Lessee has full power to execute, deliver, and perform its obligations under this First Amendment.

5.3 The execution and delivery of this First Amendment, and the performance by Lessee of its obligations under this First Amendment, have been duly authorized by all necessary action of Lessee, and do not contravene or conflict with any provisions of Lessee’s Articles of Incorporation or By-laws or any other agreement binding on Lessee.

5.4 The individual executing this First Amendment on behalf of Lessee has full authority to do so.

6. **Binding on Lessor.** Submission of this First Amendment by Lessor is not an offer to enter into this First Amendment but rather a solicitation for such an offer by Lessee. Lessor shall not be bound by this First Amendment until the City Commission of Lessor has approved this First Amendment, Lessor has executed it and delivered it to Lessee.

7. **Benefit and Binding Effect.** This First Amendment shall be binding upon and inure to the benefit of the parties to this First Amendment, their legal representatives, successors, and permitted assigns.

8. **Amendment.** This First Amendment may not be changed, modified, or discharged in whole or in part except by an agreement in writing signed by both parties to this First Amendment.

9. **Construction of Language.** This First Amendment has been negotiated “at arm’s length” by and between Lessor and Lessee, each having the opportunity to be represented by legal counsel of its choice and to negotiate the form and substance of this First Amendment. Therefore, this First Amendment shall not be more strictly construed against either party by reason of the fact that one party may have drafted any or all of the provisions of this First Amendment. The word “including” when used in this First Amendment shall be deemed to mean “including, but not limited to,” or “including, without limitation,”.

10. **Counterparts.** This First Amendment may be executed by the parties signing different counterparts of this First Amendment, which counterparts together shall constitute the agreement of the parties.

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this First Amendment as of the Date of this First Amendment.

WITNESSES:

Print or type name

Print or type name

Print or type name

Print or type name

LESSOR:

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida

By: _____
Dean J. Trantalis, Mayor

By: _____
Lee R. Feldman, City Manager

Attest:

Jeffrey A. Modarelli, City Clerk

Approved as to Form:
Alain E. Boileau, Interim City Attorney

Lynn Solomon, Assistant City Attorney

STATE OF _____)
_____) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Dean J. Trantalis, the Mayor of the City of Fort Lauderdale, a municipal corporation of the State of Florida, on behalf of said municipal corporation. He/She is (check one) ____ personally known to me or ____ has produced _____ as identification.

Notary Public Signature

Print Name

State of _____ at Large

Commission No.: _____

My Commission expires: _____

(SEAL)

STATE OF _____)
_____) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Lee R. Feldman, the City Manager of the City of Fort Lauderdale, a municipal corporation of the State of Florida, on behalf of said municipal corporation. He/She is (check one) ____ personally known to me or ____ has produced _____ as identification.

Notary Public Signature

Print Name

State of _____ at Large

Commission No.: _____

My Commission expires: _____

(SEAL)

WITNESSES:

Print or type name

Print or type name

STATE OF _____)
_____) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____, the _____ of One Broward Blvd Holdings, LLC, a Delaware limited liability company, on behalf of the company. He/She is (check one) ____ personally known to me or ____ has produced _____ as identification.

(SEAL)

LESSEE:

**ONE BROWARD BLVD HOLDINGS,
LLC**, a Delaware limited liability company

By: _____
Name: _____
Title: _____

Notary Public Signature

Print Name
State of _____ at Large
Commission No.: _____
My Commission expires: _____

EXHIBIT "A"

A PORTION OF THE AIRSPACE SUPERADJACENT TO LOTS 11 THROUGH 24 INCLUSIVE, BLOCK "E" OF GEORGE M. PHIPPEN'S SUBDIVISION OF LOTS 3, 4, 5 AND 6, BLOCK 1, AND LOTS 3, 4, 5, 6, 7, 8, 9 AND 10, BLOCK 14, TOWN OF FORT LAUDERDALE, FLORIDA AS INDICATED BY PLAT BOOK "B", PAGE 146 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, TOGETHER WITH AIRSPACE SUPERADJACENT TO LOT 11, BLOCK 14, "TOWN OF FORT LAUDERDALE, FLORIDA" AS INDICATED BY PLAT BOOK "B", PAGE 40 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, SAID AIRSPACE BEING LIMITED AND BOUNDED BY IMAGINARY SURFACES DESCRIBED AS FOLLOWS:

HORIZONTAL SURFACES: ABOVE A HORIZONTAL PLANE THAT IS 17.00 FEET ABOVE NATIONAL GEODETIC VERTICAL DATUM (N.G.V.D.) AND BELOW A HORIZONTAL PLANE THAT IS 47.50 FEET ABOVE N.G.V.D.;

VERTICAL SURFACES: LIMITED ON THE NORTH BY A VERTICAL PLANE THAT IS PARALLEL WITH AND 5 FEET SOUTH FROM A VERTICAL PLANE EXTENDING UPWARD FROM THE NORTH LINE OF SAID BLOCK "E" AND THE WESTERLY EXTENSION OF SAID LINE; LIMITED ON THE SOUTH BY A VERTICAL PLANE EXTENDING UPWARD FROM THE SOUTH LINE OF BLOCK "E" AND THE WESTERLY EXTENSION OF SAID LINE; LIMITED ON THE EAST BY A VERTICAL PLANE EXTENDING UPWARD FROM THE EAST LINE OF LOTS 11 AND 12 OF SAID BLOCK "E"; AND LIMITED ON THE WEST BY A VERTICAL PLANE THAT IS PARALLEL WITH AND 416 FEET WESTERLY FROM THE ABOVE SAID EAST LIMITING PLANE, AS MEASURED ON THE SOUTH LINE OF SAID BLOCK "E", CONTAINING 3,742,960 CUBIC FEET MORE OR LESS,

AND

A PORTION OF THE AIRSPACE SUPERADJACENT TO NORTHEAST FIRST STREET, FORMERLY A PORTION OF LOT 11, BLOCK 14, "TOWN OF FORT LAUDERDALE, FLORIDA", AS INDICATED BY PLAT BOOK "B", PAGE 40, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, SAID AIRSPACE BEING LIMITED AND BOUNDED BY IMAGINARY SURFACES DESCRIBED AS FOLLOWS: HORIZONTAL SURFACES: ABOVE A HORIZONTAL PLANE THAT IS 26.50 FEET ABOVE THE NATIONAL GEODETIC VERTICAL DATUM (N.G.V.D.) AND BELOW A HORIZONTAL PLANE THAT IS 47.50 FEET ABOVE N.G.V.D.; VERTICAL SURFACES: LIMITED ON THE NORTH BY A VERTICAL PLANE EXTENDED UPWARD FROM THE WESTERLY EXTENSION OF THE SOUTH LINE OF BLOCK "E" OF "GEORGE M. PHIPPEN'S SUBDIVISION OF LOTS 3, 4, 5 AND 6, BLOCK 1, AND LOTS 3, 4, 5, 6, 7, 8, 9 AND 10, BLOCK 14, TOWN OF FORT LAUDERDALE, FLORIDA", AS INDICATED BY PLAT BOOK "B", PAGE 146, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; LIMITED ON THE SOUTH BY A VERTICAL PLANE EXTENDING UPWARD FROM THE WESTERLY

EXTENSION OF THE NORTH LINE OF BLOCK "F" OF SAID GEORGE M. PHIPPEN'S SUBDIVISION; LIMITED ON THE EAST BY A VERTICAL PLANE THAT IS PARALLEL WITH AND 419.50 FEET WEST OF A VERTICAL PLANE EXTENDED UPWARD FROM THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOTS 11 AND 12 OF SAID BLOCK "E"; AND LIMITED ON THE WEST BY A VERTICAL PLANE THAT IS PARALLEL WITH AND 434.50 FEET WESTERLY FROM A VERTICAL PLANE EXTENDING UPWARD FROM THE SOUTHERLY EXTENSION OF THE EAST LINES OF LOTS 11 AND 12 OF BLOCK "E", CONTAINING 12,600 CUBIC FEET MORE OR LESS,

AND

A PORTION OF THE AIRSPACE SUPERADJACENT TO A PORTION OF LOT 11, BLOCK 14, "TOWN OF FORT LAUDERDALE" AS INDICATED BY PLAT BOOK "B", PAGE 40 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, SAID AIRSPACE BEING LIMITED AND BOUNDED BY IMAGINARY SURFACES DESCRIBED AS FOLLOWS:

HORIZONTAL SURFACES: ABOVE A HORIZONTAL PLANE THAT IS 26.50 FEET ABOVE THE NATIONAL GEODETIC VERTICAL DATUM (N.G.V.D.) AND BELOW A HORIZONTAL PLANE THAT IS 47.50 FEET ABOVE N.G.V.D.;

VERTICAL SURFACES: LIMITED ON THE NORTH BY A VERTICAL PLANE THAT IS PARALLEL WITH AND 35 FEET NORTH OF A VERTICAL PLANE EXTENDING UPWARD FROM THE WESTERLY EXTENSION OF THE SOUTH LINE OF BLOCK "E" OF "GEORGE M. PHIPPEN'S SUBDIVISION OF LOTS 3, 4, 5 AND 6, BLOCK 1, AND LOTS 3, 4, 5, 6, 7, 8, 9 AND 10, BLOCK 14, TOWN OF FORT LAUDERDALE, FLORIDA", AS INDICATED BY PLAT BOOK "B", PAGE 146, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; LIMITED ON THE SOUTH BY A VERTICAL PLANE EXTENDING UPWARD FROM SAID WESTERLY EXTENSION OF SAID BLOCK "E"; LIMITED ON THE EAST BY A VERTICAL PLANE THAT IS PARALLEL WITH AND 416 FEET WEST OF A VERTICAL PLANE EXTENDING UPWARD FROM THE EAST LINE OF LOTS 11 AND 12 OF SAID BLOCK "E"; LIMITED ON THE WEST BY A VERTICAL PLANE THAT IS PARALLEL WITH AND 434.50 FEET WEST OF A VERTICAL PLANE EXTENDING UPWARD FROM THE SAID EAST LINE OF LOTS 11 AND 12; CONTAINING 13,598 CUBIC FEET MORE OR LESS, ALL OF SUCH PORTIONS OF AIR SPACE BEING LOCATED WITHIN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA.

"TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES, OVER, ON AND THROUGH THE RAMPS, STAIRWAYS, ELEVATORS, ELEVATOR SHAFTS AND LOBBYIES, SHOWN ON THE PLANS AND SPECIFICATIONS APPROVED BY THE LESSOR, PURSUANT TO PARAGRAPH 10A OF THE ORIGINAL LEASE".

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