

FIRST AMENDMENT TO AMENDED AND RESTATED LEASE AGREEMENT
(PARCEL 2A)

THIS IS A FIRST AMENDMENT TO LEASE AGREEMENT, entered into on July 15, 2008, among:

CITY OF FORT LAUDERDALE, a municipal
corporation of the State of Florida, hereinafter
referred to as "Lessor"

and

ROSS SOUTHERN PROPERTIES, LLC, a
Florida limited liability company, hereinafter
referred to as "Lessee,"

WHEREAS, pursuant to Resolution No. 08- 167, adopted at its meeting of July 15, 2008, the City Commission of the City of Fort Lauderdale authorized the proper City officials to enter into this First Amendment to the Amended and Restated Lease Agreement entered into between Lessor and Lessee for Parcel 2A dated March 15, 2005 and recorded May 22, 2007 in O.R. Book 44078, Page 548 of the Public Records of Broward County, Florida ("Lease Agreement"); and

WHEREAS, through a scrivener's error an incorrect Exhibit "A" was attached to the Lease Agreement at the time of execution and recording that did not represent the correct legal description of the Premises; and

WHEREAS, the calculations for all payments under the term of the Lease Agreement and payments made were based on the correct legal description of the Premises; and

WHEREAS, the parties desire to amend the Lease Agreement by replacing the current Exhibit "A" with the correct legal description of the Premises to be referred to as Exhibit "A-1"; and

WHEREAS, at its meeting of June 26, 2008 the Aviation Advisory Board recommended approval of said action;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

1. Lessor and Lessee agree that Exhibit "A" of the Lease Agreement shall be deleted in its entirety and shall be replaced with Exhibit "A-1" attached hereto and by reference made a part hereof.

2. All reference to Exhibit "A" in the Lease Agreement shall be replaced with reference to Exhibit "A-1".

3. This Amendment is intended to be retroactive to the initial date of the Lease Agreement.

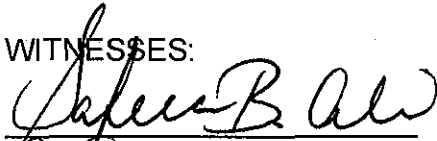
4. In all other respects, the Lease Agreement remains unchanged.

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

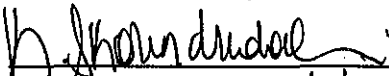
LESSOR

WITNESSES:



Saheen B. Ali

Print Name



H. Sharmindoo

Print Name

(CORPORATE SEAL)

CITY OF FORT LAUDERDALE

By 

JIM NAUGLE, Mayor

By 

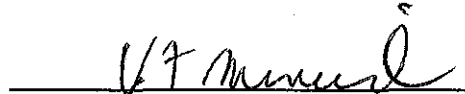
GEORGE GRETSAS, City Manager

ATTEST:



JONDA K. JOSEPH, City Clerk

Approved as to form:



VICTORIA F. MINARD,
Assistant City Attorney

LESSEE

WITNESSES:

James Torrey
James Torrey
[Witness Print Name]

Mariate Ruano
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[Witness Print Name]

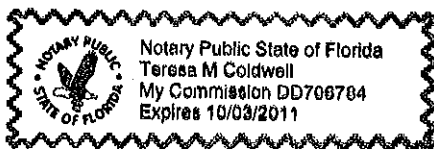
ROSS SOUTHERN PROPERTIES, LLC,
a Florida limited liability company

By Gary J. Ross
Gary J. Ross, Managing Member

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 8th day of July, 2008 by GARY J. ROSS, as Managing Member of Ross Southern Properties, LLC, a Florida limited liability company, on behalf of the company. Who is ☒ personally known to me or ☐ has produced _____ as identification.

(SEAL)



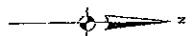
Teresa M Coldwell
Signature of Notary Public, State of Florida, taking
Acknowledgment

Teresa M Coldwell
Name of Notary Typed, Printed or Stamped

My Commission Expires: 10/03/2011

DD706784
Commission Number

CAM 21-0525
EXHIBIT 2
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