

AMENDMENT NO 1 TO AGREEMENT OF LEASE

This AMENDMENT NO 1 TO AGREEMENT OF LEASE (this “**Amendment**”) is made effective as of the ___ day of _____, 2019 (the “**Amendment Effective Date**”), by and between the CITY OF MIAMI BEACH, FLORIDA, a municipal corporation duly organized and existing under the laws of the State of Florida (the “**Owner**”), and CLPF – LINCOLN, LLC, a Delaware limited liability company (the “**Tenant**”).

RECITALS

A. Owner and Lincoln Plaza Partners LLC, a Florida limited liability company entered into that certain Agreement of Lease dated September 1, 1999 and recorded on September 3, 1999 in Official Records Book 18770, Page 447, as assigned to LNR Jefferson, LLC, a Florida limited liability company, pursuant to that certain Assignment and Assumption Agreement recorded on June 5, 2001, in Official Records Book 19700, Page 3095, as affected by that certain Consent to Assignment and Assumption by Owner, recorded May 17, 2001, in Official Records Book 19669, Page 1035, as further assigned to Lincoln Miami Beach Investments, LLC, a Delaware limited liability company, subsequently known as 1691 Michigan Ave Investments LP, a Delaware limited partnership, by that certain Assignment and Assumption of Ground Lease recorded on July 20, 2006, in Official Records Book 24738, Page 4073; as further assigned to Tenant by that certain Assignment and Assumption of Ground Lease dated April 8, 2016, and recorded on April 15, 2016, in Official Records Book 30039, Page 4656, all in the Public Records of Miami-Dade County, Florida (collectively, as amended and assigned, the “Lease”); and

B. Pursuant to the Lease, Tenant leases from Owner, and Owner leases to Tenant, the Land and Tenant holds ownership and title to the Improvements (as such term is defined in the Lease) and upon the Expiration of the Term (as such term is defined in the Lease), ownership of and title to the Improvements automatically vest in Owner, without the payment of consideration therefor; and

C. The Improvements on the Land consist of a mixed-use project containing a Garage (as such term is defined in the Lease), office spaces and ground-floor retail and/or commercial spaces, located at 1691 Michigan Avenue, Miami Beach, Florida, as more particularly defined in the Lease as the “Project”; and

D. Tenant has requested an amendment to the Lease to provide Tenant the opportunity to create a vertical subdivision of the Improvements into three (3) parcels coinciding with the current three (3) uses of the Improvements, namely, a garage parcel, an office parcel, and a retail parcel; and

E. On _____, the Mayor and City Commission adopted Resolution No. _____, approving Amendment No. 1 to the Lease, permitting the vertical subdivision of the Improvements, in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and conditions contained in this Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Amendment, intending to be legally bound, agree as follows:

1. **Recitals; Capitalized Terms.** The above recitals are true and correct and are incorporated herein as if set forth in full. Capitalized terms used and not defined herein have the same meaning given to such terms in the Lease, unless otherwise specifically indicated or unless the context clearly indicates to the contrary.

2. **Amendment to Section 1.1 (Definitions).** Section 1.1 of the Lease is hereby amended to include the following definitions:

“**Below-Market Space**” has the meaning provided in **Section 3.3(c)(i)**.

“**Fair Market Rental Value**” shall mean the prevailing fair market rental value of the Project or any applicable portion thereof based on the rental rates that a willing tenant would pay and a willing landlord leasing comparable space in the market area in which the Project is located would accept at arm’s length, which Fair Market Rental Value shall include, without limitation, Operating Expenses and common area maintenance charges applicable to the Project or such portion thereof, as applicable, in each case, as determined by an appraiser or other applicable consultant engaged by Owner, in Owner’s sole option and discretion.

“**Master Declaration**” has the meaning provided in **Section 23.1(d)**.

“**User**” has the meaning provided in **Section 3.3(c)(i)**.

“**Vertical Subdivision Tenant**” has the meaning provided in **Section 23.1(d)(ii)**.

3. **Amendment to Section 3.3 (Percentage Rent).** Section 3.3(c)(i) (Project Revenues) of the Lease is hereby amended to read as follows (additions are double-underlined, and deletions, if any, are ~~stricken through~~):

- (i) All revenue, payments, income received, escalation adjustments, rental and operating cost reimbursements reserved under any lease, sublease, concession, license or other arrangement (each a “Project Agreement”) or from the operation of the Project (including any reimbursement for Operating Expenses and common area maintenance), ~~and~~ and paid indirectly or directly to Tenant for the use or occupancy of any portion of the Project; provided, however, that for purposes of calculating Project Revenue (i) if any space in the Project, ~~other than the Project management office (which Project management office shall be limited to a maximum of one thousand (1,000) square feet),~~ is leased to, or used by, Tenant, any Affiliate of Tenant, subtenant, a unit or parcel owner (in the event the Project is subdivided pursuant to Article 23) or any other Person (each, a “User”) at a rental which is less than fair market rental value Fair Market Rental Value of such space, including without limitation for no consideration, e.g., in the case of an owner-occupied portion of the Project (which Fair Market Rental Value is determined as of the date such lease Project Agreement is signed or other

arrangement is commenced (a "Below-Market Space"), the rent shall be increased by an amount equal to the difference between the rent or other consideration being paid (which may be \$0 in the case of no consideration) and the fair market rental value Fair Market Rental Value; and (ii) if any space in the Project is leased to, or used by Tenant, any Affiliate of Tenant, subtenant, or any other Person a User on a basis whereby the Tenant such User pays real estate taxes, common area maintenance charges or operating costs (other than utilities) directly to the taxing authority or service provider or Condominium Tenant or Vertical Subdivision Tenant, as applicable, rather than to Tenant, the rent under such leases or the consideration imputed to an owner shall be increased by the amount of such taxes, common area maintenance charges or operating costs (other than utilities) paid directly to the taxing authority or service provider or Condominium Tenant or Vertical Subdivision Tenant, as applicable, by the Tenant such User;

Tenant shall pay Owner's costs associated with the determination of the Fair Market Rental Value.

4. **Amendment to Section 10.7.** The penultimate sentence of Section 10.7 of the Lease is hereby amended to read as follows (additions are double-underlined, and deletions, if any, are ~~stricken through~~):

Upon receipt of a written request from Tenant or any sublessee Master Subtenant under ~~an office or retail sublease~~ a Master Sublease of the entirety of any of the parking, retail or office spaces within the Premises, Owner shall enter into attornment and non-disturbance agreements with such sublessees Master Subtenant ~~in the office, retail, commercial and parking spaces of the Premises.~~

5. **Amendment to Article 23.** Article 23 of the Lease is hereby amended to read as follows (additions are double-underlined, and deletions, if any, are ~~stricken through~~):

2. **Article 23 - Leasehold Condominium; Vertical Subdivision**

Section 23.1 Creation of Leasehold Condominium / Vertical Subdivision.

- (a) Tenant shall have the right to create either a leasehold condominium or vertical subdivision for Tenant's Interest in the Project, provided that Tenant complies with the following terms and provisions of this **Article 23**. If Tenant elects to create a vertical subdivision pursuant to the terms hereof, the Lease shall have an unexpired term of at least 30 years, and notwithstanding that no condominium is created, the creation of the vertical subdivision shall be subject to the same terms and conditions as a nonresidential leasehold condominium under Sections 718.401(1)(d)1. and 718.401(1)(d)2., Florida Statutes, and Owner and Tenant shall have the same rights and obligations of a lessor and lessee, respectively, of a leasehold interest subject to a nonresidential condominium regime under Sections 718.401(1)(d)1. and 718.401(1)(d)2., Florida Statutes.

- (b) Leasehold Condominium. If Tenant creates a leasehold condominium, at the time of creation of said leasehold condominium, the declaration of condominium for said leasehold condominium (the "**Declaration**") shall be in compliance with Chapter 718, Florida Statutes, as amended, and this **Article 23**. The form and substance of the Declaration shall be subject to the prior written approval of Owner, in its sole judgment and discretion. Tenant shall pay all reasonable costs of Owner's review of the proposed Declaration, including, but not limited to reasonable fees and costs of Owner's outside counsel.
- (c) For purposes of this Lease, in the event of the creation of a leasehold condominium, the following terms and provisions shall apply to said leasehold condominium and the Declaration shall so provide:
- (i) The leasehold condominium shall be limited to three (3) units consisting of an office unit, a retail unit and a garage unit. The garage unit shall be the Garage, as defined in this Lease.
 - (ii) Unless otherwise provided in the Declaration, the new Tenant (the "**Condominium Tenant**") shall be a newly created Florida not-for-profit condominium association, created to operate and maintain the leasehold condominium. The Declaration may provide, as agreed to by Owner and Tenant prior to the recording of the Declaration, that Rental and/or, if payable to Owner, Impositions shall be paid directly by unit owners to Owner, rather than to the Condominium Tenant, in proportions reasonably acceptable to Owner; provided, however, that in no event shall the mechanism or procedure for the payment of Rental and/or Impositions, or any other amounts required by this Lease to be paid to Owner, affect the priority of Owner's right to receive Rental and/or, if payable to Owner, Impositions or any other payments due under this Lease. Tenant shall, at Tenant's sole cost and expense, provide Owner with an opinion of counsel (which counsel shall be acceptable to Owner) to the effect that the aforementioned provisions of the Declaration do not affect the priority of Owner's right to receive Rental and/or Impositions or any other payments under this Lease.
 - (iii) There shall be an Acceptable Operator for each unit and there may be a Property Manager and a Management Agreement for each unit.
 - (iv) There may be a Recognized Mortgagee and a Recognized Mortgage for each unit, and the rights and obligations of said Recognized Mortgagees shall be limited to the units burdened by their respective Recognized Mortgages.
 - (v) If a lease of a unit meets the definition of Master Sublease as to such unit, such lease shall be treated as a Master Sublease for purposes of this Lease.
 - (vi) Percentage Rent shall be based upon Project Revenue derived from the operations of each of the three (3) units, individually.

- (vii) **Article 10** relating to transfers and sales shall be separately applied to each of the individual condominium units; provided, however, that the Twenty Million Dollar (\$20,000,000), adjusted for inflation, equity requirement described in **Section 10.3(c)(A)**, shall be changed to Ten Million Dollars (\$10,000,000), adjusted for inflation, for each unit at the time of acquisition and provided further, however, if a Person acquires two (2) units, the aggregate equity requirement computed pursuant to **Section 10.3(c)(A)** for such Person shall be Ten Million Dollars (\$10,000,000), adjusted for inflation, or if a Person acquires three (3) units, such aggregate equity requirement shall be Twenty Million Dollars (\$20,000,000), adjusted for inflation. All other provisions of this Lease shall be separately applied to each of the individual condominium units.
- (viii) A Recognized Mortgagee holding a Recognized Mortgage on a unit shall not become the Tenant under this Lease; provided, however, the Condominium Tenant's obligation to pay Percentage Rent derived from a condominium unit which has been transferred to a Recognized Mortgagee pursuant to a Foreclosure Transfer shall be subordinated as provided in this Lease, and Percentage Rent derived from such unit, when payable, shall be paid to Owner in accordance with **Article 11** and **Article 12** of this Lease. The rights and obligations of a Designee and a First Transferee from such Recognized Mortgagee relative to Percentage Rent shall similarly apply.
- (ix) Owner's rights to review financial records of Condominium Tenant shall include the right to review corresponding financial records of all of the unit owners. To the extent Condominium Tenant is obligated to pay costs and fees to Owner relating to such review, Condominium Tenant shall pay such additional costs and fees resulting from reviews of the financial records of three (3) unit owners as opposed to a single Tenant.
- (x) The Declaration shall provide for appropriate easements, covenants and restrictions such that the operation, use and management of the condominium is consistent with this Lease including, without limitation, **Article 6** hereof and all applicable Land Development Regulations (as such term is defined in the Development Agreement).
- (xi) A unit owner which is in default of its obligations under the Declaration, after reasonable notice and grace periods as provided in the Declaration, shall lose its right to vote as a unit owner, member, officer, director or in any other capacity of the condominium association so long as the default remains uncured.
- (xii) In the event a unit owner fails to pay any condominium assessment to Owner or Condominium Tenant, as applicable, which includes that unit's proportionate share of Rental and/or, if payable to Owner, Impositions, Owner shall accept payments of Rental and/or Impositions to the extent paid to Condominium Tenant, and/or by the other unit owners, and the balance of the Rental and/or Impositions shall be treated as Back Rent and/or Impositions, and Owner shall not proceed with remedies available

to Owner for non-payment of Rental and/or Impositions unless and until Condominium Tenant and the Recognized Mortgagee holding a Recognized Mortgage on the defaulting unit have failed to diligently proceed with their respective remedies against the defaulting unit owner. A delay of more than six (6) months in the commencement of legal proceedings or one (1) year in the successful prosecution of the legal proceeding, by the Condominium Tenant or Recognized Mortgagee, shall be considered a failure to diligently proceed with their respective remedies against a defaulting unit owner, and thereafter Owner will have the right to exercise its rights under the Lease. In the event the Condominium Tenant by foreclosure or deed in lieu of foreclosure of its lien for assessments, or a Recognized Mortgagee or its Designee, obtains title to the unit after such a default, the obligations of such new unit owner relative to payment of Back Rent and/or Impositions and Percentage Rent under such circumstances shall be governed by the applicable provisions of this Lease.

- (xiii) The Condominium Tenant's lien for the payment of assessments for common expenses, including Rental and/or Impositions, shall be subordinate to the lien of any and all Recognized Mortgages on the respective units, provided, however, that in no event shall the relative priority of Condominium Tenant's lien affect the superior priority of Owner's right to receive Rental and/or Impositions or any other payments due under this Lease. Tenant shall, at Tenant's sole cost and expense, provide Owner with an opinion of counsel (which counsel shall be acceptable to Owner) to the effect that the aforementioned provisions of the Declaration concerning the relative priority of Condominium Tenant's lien do not affect the superior priority of Owner's right to receive Rental and/or Impositions or any other payments due under this Lease.
- (xiv) The Declaration shall cease to exist and shall become null and void as of the Expiration of the Term.
- (xv) Following creation of a leasehold condominium in accordance the terms hereof, the unit owners shall not terminate the leasehold condominium and/or the Declaration without the prior written consent of the Owner, which may be granted or withheld in the sole discretion of the Owner [unless all of the leasehold interests are merged into a single Tenant entity which satisfies all requirements of a Tenant under this Lease].
- (xvi) Owner shall be a third party beneficiary of the Condominium Tenant's rights under the Declaration to collect and enforce payment of all Rental, Impositions and any other payments due under this Lease.
- (xvii) Following creation of the leasehold condominium, no additional condominiums or subdivisions of the Premises shall be permitted.

(d) Vertical Subdivision. For purposes of this Article 23, a "vertical subdivision" means the legal structure which vertically and horizontally divides the Improvements into parcels and shared facilities (common areas) by use of a master declaration. A

parcel may consist of airspace legally described on a three dimensional basis and depicted on a survey or other graphic form. The vertical and horizontal boundaries of a parcel may change from level [elevation] to level. The parcels and shared facilities are then governed by a master declaration of covenants, restrictions and reciprocal easements. If Tenant creates a vertical subdivision of the Improvements, Tenant shall create and record a master declaration of covenants, restrictions and reciprocal easements ("**Master Declaration**") defining each parcel and the shared facilities within the Improvements and governing such vertical subdivision; provided, however, that the form and substance of the Master Declaration shall be subject to the prior written approval of Owner, in its sole and absolute discretion. Tenant shall pay all reasonable costs of Owner's review of the proposed Master Declaration, including, but not limited to reasonable fees and costs of Owner's outside counsel.

For purposes of this Lease, in the event of the creation of a vertical subdivision, the following terms and provisions shall apply to the vertical subdivision, and the Master Declaration shall so provide:

- (i) The vertical subdivision shall be limited to three (3) airspace parcels with separate metes and bounds legal descriptions using elevations (i.e. three-dimensional legal descriptions and/or three-dimensional survey) consisting of an office parcel, a retail parcel and a garage parcel. The garage parcel shall be the Garage, as defined in this Lease.
- (ii) Unless otherwise provided in the Master Declaration, the new Tenant (the "**Vertical Subdivision Tenant**") shall be a newly created Florida not-for-profit property owners' association, created to operate and maintain the vertically subdivided Improvements. The Master Declaration may provide, as agreed to by Owner and Tenant prior to the recording of the Master Declaration, that Rental and/or, if payable to Owner, Impositions shall be paid directly by each parcel owner to Owner, rather than to the Vertical Subdivision Tenant, in proportions reasonably acceptable to Owner; provided, however, that in no event shall the mechanism or procedure for the payment of Rental and/or Impositions, or any other amounts required by this Lease to be paid to Owner, affect the priority of Owner's right to receive Rental and/or, if payable to Owner, Impositions or any other payments due under this Lease. Tenant shall, at Tenant's sole cost and expense, provide Owner with an opinion of counsel (which counsel shall be acceptable to Owner) to the effect that the aforementioned provisions of the Master Declaration do not affect the priority of Owner's right to receive Rental and/or Impositions or any other payments under this Lease.
- (iii) There shall be an Acceptable Operator for each parcel and there may be a Property Manager and a Management Agreement for each parcel.
- (iv) There may be a Recognized Mortgagee and a Recognized Mortgage for each parcel, and the rights and obligations of said Recognized Mortgagees shall be limited to the parcel(s) burdened by their respective Recognized Mortgages.

- (v) If a lease of a parcel meets the definition of Master Sublease as to such parcel, such lease shall be treated as a Master Sublease for purposes of this Lease.
- (vi) Percentage Rent shall be based upon Project Revenue derived from the operations of each of the three (3) parcels, individually.
- (vii) **Article 10** relating to transfers and sales shall be separately applied to each of the three (3) parcels; provided, however, that the Twenty Million Dollar (\$20,000,000), adjusted for inflation, equity requirement described in **Section 10.3(c)(A)**, shall be changed to Ten Million Dollars (\$10,000,000), adjusted for inflation, for each parcel at the time of acquisition and provided further, however, if a Person acquires two (2) parcels, the aggregate equity requirement computed pursuant to **Section 10.3(c)(A)** for such Person shall be Ten Million Dollars (\$10,000,000), adjusted for inflation, or if a Person acquires three (3) parcels, such aggregate equity requirement shall be Twenty Million Dollars (\$20,000,000), adjusted for inflation. All other provisions of this Lease shall be separately applied to each of the individual parcels.
- (viii) A Recognized Mortgagee holding a Recognized Mortgage on a parcel shall not become the Tenant under this Lease; provided, however, the Vertical Subdivision Tenant's obligation to pay Percentage Rent derived from a parcel which has been transferred to a Recognized Mortgagee pursuant to a Foreclosure Transfer shall be subordinated as provided in this Lease, and Percentage Rent derived from such parcel, when payable, shall be paid to Owner in accordance with **Article 11** and **Article 12** of this Lease. The rights and obligations of a Designee and a First Transferee from such Recognized Mortgagee relative to Percentage Rent shall similarly apply.
- (ix) Owner's right to review financial records of the Vertical Subdivision Tenant shall include the right to review corresponding financial records of all of the parcel owners. To the extent the Vertical Subdivision Tenant is obligated to pay costs and fees to Owner relating to such review, the Vertical Subdivision Tenant shall pay such additional costs and fees resulting from reviews of the financial records of three (3) parcel owners as opposed to a single Tenant.
- (x) The Master Declaration shall provide for appropriate easements, covenants and restrictions such that the operation, use and management of the vertical subdivision is consistent with this Lease including, without limitation, **Article 6** hereof and all applicable Land Development Regulations (as such term is defined in the Development Agreement).
- (xi) A parcel owner which is in default of its obligations under the Master Declaration, after reasonable notice and grace periods as provided in the Master Declaration, shall lose its right to vote as a parcel owner or as a member, officer, director or in any other capacity of a property owners' association so long as the default remains uncured.

- (xii) In the event a parcel owner fails to pay any assessment to Owner or the Vertical Subdivision Tenant, as applicable, which includes that parcel's proportionate share of Rental and/or, if payable to Owner, Impositions, Owner shall accept payments of Rental and/or Impositions to the extent paid to the Vertical Subdivision Tenant, and/or by the other parcel owners, and the balance of the Rental and/or Impositions shall be treated as Back Rent and/or Impositions, and Owner shall not proceed with remedies available to Owner for non-payment of Rental and/or Impositions unless and until the Vertical Subdivision Tenant and the Recognized Mortgagee holding a Recognized Mortgage on the defaulting parcel have failed to diligently proceed with their respective remedies against the defaulting parcel owner. A delay of more than six (6) months in the commencement of legal proceedings or one (1) year in the successful prosecution of the legal proceeding, by the Vertical Subdivision Tenant or Recognized Mortgagee, shall be considered a failure to diligently proceed with their respective remedies against a defaulting parcel owner, and thereafter Owner will have the right to exercise its rights under the Lease. In the event the Vertical Subdivision Tenant by foreclosure or deed in lieu of foreclosure of its lien for assessments, or a Recognized Mortgagee or its Designee, obtains title to the parcel after such a default, the obligations of such new parcel owner relative to payment of Back Rent and/or Impositions and Percentage Rent under such circumstances shall be governed by the applicable provisions of this Lease.
- (xiii) The Vertical Subdivision Tenant's lien for the payment of assessments for common expenses for the shared facilities of the vertical subdivision, including Rental and/or Impositions, shall be subordinate to the lien of any and all Recognized Mortgages on the respective parcels, provided, however, that in no event shall the relative priority of the Vertical Subdivision Tenant's lien affect the superior priority of Owner's right to receive Rental and/or Impositions or any other payments due under this Lease. Tenant shall, at Tenant's sole cost and expense, provide Owner with an opinion of counsel (which counsel shall be acceptable to Owner) to the effect that the aforementioned provisions of the Master Declaration concerning the relative priority of the Vertical Subdivision Tenant's lien do not affect the superior priority of Owner's right to receive Rental and/or Impositions or any other payments due under this Lease.
- (xiv) The Master Declaration shall cease to exist and shall become null and void as of the Expiration of the Term.
- (xv) Following creation of a vertical subdivision in accordance the terms hereof, the parcel owners shall not terminate the vertical subdivision and/or the Master Declaration without the prior written consent of the Owner, which may be granted or withheld in the sole discretion of the Owner [unless all of the leasehold interests are merged into a single Tenant entity which satisfies all requirements of a Tenant under this Lease].

- (xvi) Owner shall be a third party beneficiary of the Vertical Subdivision Tenant's rights under the Master Declaration to collect and enforce payment of all Rental, Impositions and any other payments due under this Lease.
- (xvii) Following creation of the vertical subdivision, no additional subdivisions or condominiums of the Premises shall be permitted.

The Declaration or Master Declaration, as applicable, provided for in this **Article 23** shall not alter the legal effect of any of the provisions of this Lease which were in effect prior to the recording of such Declaration or Master Declaration, as applicable (i.e., the legal rights of Owner shall not be impaired, diminished or improved after the recording of such Declaration or Master Declaration, as applicable, except as otherwise specifically provided in this **Article 23**). Therefore, to effectuate the provisions of this **Section 23.1**, all legal issues and interpretations under this Lease regarding the rights and obligations of Owner, including but not limited to all payments due Owner, shall be made as if the Declaration or Master Declaration, as applicable, did not exist, subject to the provisions of this **Article 23**.

- 5. Counterparts.** This Amendment may be executed in counterparts, each of which shall be considered an original and all of which taken together shall constitute one document. This Amendment may be executed and delivered via facsimile, PDF, or other electronic transmission, and any facsimile, PDF or electronic signature shall have the same force as an original.
- 6. Ratification.** Owner and Tenant hereby ratify and affirm the Lease Agreement, as modified by this Amendment, and except as expressly modified by this Amendment, all terms and conditions of the Lease Agreement shall remain unmodified and in full force and effect. In the event of any conflict between the terms of the Lease Agreement and the terms of this Amendment, the terms of this Amendment shall control.
- 7. Severability.** If any clause or provision of this Amendment is illegal, invalid or unenforceable under present or future laws, then and in that event, it is the intention of the parties hereto that the remainder of this Amendment shall not be affected thereby. It is also the intention of the parties to this Amendment that in lieu of each clause or provision of this Amendment that is illegal, invalid or unenforceable, there be added, as a part of this Amendment, a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.
- 8. Entire Agreement.** This Amendment and the Lease Agreement constitute the complete agreement of Owner and Tenant with respect to the subject matter hereof. No representations, inducements, promises or agreements, oral or written, have been made by Owner or Tenant, or anyone acting on behalf of Owner or Tenant, which are not contained herein, and any prior agreements, promises, negotiations, or representations are superseded by this Amendment and the Lease Agreement.
- 9. Amendment and Modification.** The Lease Agreement, as modified by this Amendment, may not be modified, supplemented or amended, except in writing signed by all parties hereto.
- 10. Benefit and Binding Effect.** This Amendment shall be binding upon and inure to the

benefit of the parties to this Amendment, their legal representatives, successors and permitted assigns.

[Signatures on following page]

DRAFT

IN WITNESS WHEREOF, Owner and Tenant have duly executed this Amendment as of the Amendment Effective Date.

WITNESSES:

OWNER:

CITY OF MIAMI BEACH, FLORIDA,
a municipal corporation of the State of Florida

Print name:

By: _____

Name: _____

Title: _____

Print name:

ATTEST:

By: _____

Name: _____

Title: _____

Approved as to form and language and for execution

By: _____

Name: _____

Title: _____

TENANT:

CLPF – LINCOLN, LLC,
a Delaware limited liability company

Print name:

By: _____

Name: _____

Title: _____

Print name: