

Exhibit A

**FAILURE TO RESPOND TO THIS REQUEST WITHIN THE TIME PERIOD PROVIDED IN THE LEASE AGREEMENT BETWEEN CITY OF MIAMI BEACH, FLORIDA AND CLPF – LINCOLN, LLC SHALL CONSTITUTE AUTOMATIC APPROVAL OF THE MATTERS DESCRIBED HEREIN WITH RESPECT TO SECTION 36.2 OF SUCH LEASE AGREEMENT.**

April 5, 2022

Sent Via UPS and Hand Delivery

City of Miami Beach  
City Manager  
1700 Convention Center Drive  
Miami Beach, Florida 33139

City of Miami Beach  
City Attorney  
1700 Convention Center Drive  
Miami Beach, Florida 33139

Bloom & Minsker  
Suite 700  
1401 Brickell Avenue  
Miami, Florida 33131  
Attention: Joel N. Minsker, P.A.

Re: Lease Agreement (as amended and assigned, the “Lease”) between CITY OF MIAMI BEACH, FLORIDA, a municipal corporation duly organized and existing under the laws of the State of Florida (“Owner”), and CLPF – Lincoln, LLC, a Delaware limited liability company (successor in interest to 1691 Michigan Ave Investment LP) (“Tenant”), dated September 1, 1999, with respect to the property located at 1691 Michigan Avenue, Miami Beach, Florida (the “Premises”); capitalized terms used but not otherwise defined herein have the meanings given such terms in the Lease.

Dear Sir or Madam:

Pursuant to Article 36.2(a) of the Lease, Tenant hereby notifies Owner that Tenant desires to sell its leasehold interest in the Premises. This notice constitutes an Offer Notice described in Article 36.2(a) of the Lease. Pursuant to Article 36.2(b) of the Lease, Tenant will not consummate any offer from a third party to purchase the Premises until the earlier to occur of (i) the expiration of 45 days following Owner’s receipt of this Offer Notice, or (ii) receipt by Tenant of a notice by Owner declining to consummate the Right of First Offer Transaction. In the event that Owner elects not to consummate the Right of First Offer Transaction, Tenant kindly requests that Owner promptly provide a written statement to Tenant of such intention by countersigning in the applicable signature block below.

RECEIVED

8 APR

CITY OF MIAMI BEACH

Pursuant to Section 36.2(a) and Exhibit 36.2(a) of the Lease, the terms of this Offer Notice are as follows:

1. Purchase Price - \$92,500,000
2. Closing Date – The closing of the purchase shall take place on a date designated by Tenant, but in any event not less than sixty (60) days nor more than ninety (90) days following the date Tenant executes a purchase agreement with Owner. If Owner declines to be the purchaser of this Right of First Offer Transaction, Tenant will likely consummate the sale to a third party at an earlier date.
3. Deed; Title – At the closing, Tenant shall convey to the Owner (i) all of Tenant's right, title and interest in and to the Premises by a special warranty deed and (ii) all of Tenant's right, title and interest in and to this Lease by an assignment of lease. The form of such deed and assignment of lease shall be mutually acceptable to Tenant and Owner but shall not in any event provide for any representations by Tenant other than a representation that Tenant has not theretofore transferred or assigned the items being transferred or conveyed thereby and representations and warranties customarily contained in a special warranty deed. Tenant's Interest in the Premises and the Lease shall be conveyed to Owner subject to all liens encumbrances and other matters then affecting the title thereto and any state of facts a survey may reveal (but in all cases subject to Tenant's obligations under Section 2.2 of the Lease). Tenant shall also execute all other documents customarily used in real estate transactions in Miami-Dade County, Florida.
4. Rent; Prorations – At the closing of the purchase, all Rental and/or Impositions shall be prorated through the date of closing and paid by the party entitled thereto. If Owner declines to be the purchaser of this Right of First Offer Transaction, the expenses will be customarily prorated as in other real estate transactions in Miami-Dade County, Florida, including buyer receiving a credit with respect to Tenant's post-closing obligations under existing space leases for tenant inducement costs.
5. Expenses – Each party shall pay its own attorneys' fees. All title charges, recording fees, survey charges and other expenses incurred in connection with the purchase shall be paid by Owner. Tenant shall pay transfer taxes (including documentary stamp taxes and Miami-Dade County surtax) payable in connection with the purchase. If Owner declines to be the purchaser of this Right of First Offer Transaction, then in a sale transaction to a third party purchaser, (i) Tenant shall pay transfer taxes (including documentary stamp taxes and Miami-Dade County surtax) and the recording fees relating to any title clearing documents necessary to consummate the sale, Tenant's attorneys' fees, any fees and expenses required to be paid to Owner for its consent, any brokerage commission due to the broker used in the transaction, and 50% of escrow fees and (ii) the third party purchaser shall pay fees and premium for title insurance, survey charges and 50% of escrow fees.

If you have any questions or need additional information, feel free to contact us at 214-775-7668.

*[Signature Page Attached]*

Sincerely,

CLPF – LINCOLN, LLC,  
a Delaware limited liability company

By: Clarion Lion Properties Fund Holdings, L.P.,  
a Delaware limited partnership  
Its: Sole Member

By: CLPF-Holdings, LLC,  
a Delaware limited liability company  
Its: General Partner

By: Clarion Lion Properties Fund Holdings REIT,  
LLC, a Delaware limited liability company  
Its: Sole Member

By: Clarion Lion Properties Fund, LP,  
a Delaware limited partnership  
Its: Managing Member

By: Clarion Partners LPF GP, LLC, a  
Delaware limited liability company  
Its: General Partner

By: Clarion Partners, LLC,  
a New York limited liability company  
Its: Sole Member

By: Jon Gelb  
Name: Jon Gelb  
Title: Authorized Signatory

WITH COPIES TO:

City of Miami Beach  
City Manager  
1700 Convention Center Drive  
Miami Beach, Florida 33139

City of Miami Beach  
City Attorney  
1700 Convention Center Drive  
Miami Beach, Florida 33139

Bloom & Minsker  
Suite 700  
1401 Brickell Avenue  
Miami, Florida 33131  
Attention: Joel N. Minsker, P.A.

The City of Miami Beach, Florida does hereby elect **NOT** to consummate the Right of First Offer Transaction set forth in this Offer Notice.

**CITY OF MIAMI BEACH, FLORIDA,**

a municipal corporation of the State of Florida

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_