



**FIFTH AMENDMENT TO MASS TRANSIT TRANSFER FACILITY LEASE BETWEEN
BROWARD COUNTY AND LAUDERHILL MALL INVESTMENT, LLC**

This Fifth Amendment to the Mass Transit Transfer Facility Lease ("Fifth Amendment") between BROWARD COUNTY, a political subdivision of the State of Florida ("Tenant"), and LAUDERHILL MALL INVESTMENT, LLC, a Florida Limited Liability Company, ("Landlord") (collectively, the "Parties"), is entered into and effective as of the date this Fifth Amendment is fully executed by the Parties ("Effective Date").

RECITALS

A. High Glen Development Limited Inc. and Rossland Real Estate Limited, Inc. ("Original Landlord") and Tenant entered into that certain Mass Transit Transfer Facility Lease dated March 11, 1997 ("Original Lease"), as amended by that certain First Amendment to Mass Transit Transfer Facility Lease Agreement between Original Landlord and Tenant dated February 28, 2000 ("First Amendment"), as amended by that certain Second Amendment to Mass Transit Transfer Facility Lease Agreement between Original Landlord and Tenant dated February 28, 2005 ("Second Amendment"), as amended by that certain Third Amendment to Mass Transit Transfer Facility Lease Agreement between LM TIC I LLC, a Florida Limited Liability Company, LM TIC II LLC, a Florida Limited Liability Company, LM TIC III LLC, a Florida Limited Liability Company, and LM TIC IV LLC, a Florida Limited Liability Company ("Successor Landlords"), as successors in interest to Original Landlord, and Tenant dated February 28, 2009 ("Third Amendment"), as amended by that certain Fourth Amendment to Mass Transit Transfer Facility Lease Agreement between Landlord, as successors in interest to Successor Landlords, and Tenant dated February 26, 2013 ("Fourth Amendment") (collectively, the "Lease"), whereby Landlord has leased to Tenant approximately 37,466 square feet, 0.86 acres more or less ("Premises"), and approximately 1,673.47 square feet in the Service Building ("Additional Premises") on the site know as Lauderhill Mall, situate in the City of Lauderhill, County of Broward, Florida.

B. The term of the Lease for the Additional Premises currently expires on February 28, 2019.

C. The Parties now desire to amend the Lease to extend the term of the Lease for the Additional Premises as more particularly provided in this Fifth Amendment.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Recitals and Ratification.** The foregoing recitals are true and correct and are hereby incorporated into this Fifth Amendment. All capitalized terms shall have the respective definitions ascribed to them in the Lease, unless otherwise provided herein. Except as amended and modified by this Fifth Amendment, all of the terms, covenants, conditions, and agreements of the Lease shall remain in full force and

effect. Landlord and Tenant hereby ratify and reaffirm their rights and obligations under the Lease as modified by this Fifth Amendment. In the event of a conflict between the provisions of the Lease and the provisions of this Fifth Amendment, this Fifth Amendment shall control.

2. **Extension Term.** Paragraph 1 of the Lease is amended by adding at the end thereof the following new paragraph:

Landlord hereby grants Tenant the option to extend the term of this Lease for the Additional Premises for an additional term of five (5) years commencing on the 1st day of March, A.D. 2019 and terminating on the last day of February, A.D. 2024, for the total annual rental of Four Thousand Two Hundred Dollars (\$4,200), lawful money of the U.S., payable annually on March 1, 2019 and on March 1 of each subsequent year, for so long as the lease for the Additional Premises remains in effect. Tenant and Landlord acknowledge and agree that this option has been exercised by Tenant. Landlord further grants Tenant the option to extend the term of the Lease as to the Additional Premises for up to three (3) additional one (1) year terms, on the same terms and conditions. Tenant shall exercise each of the three (3) additional options to extend the term of the Lease as to the Additional Premises by providing written notice to Landlord, through Tenant's County Administrator or the County Administrator's designee, no later than thirty (30) days prior to the expiration of the then-current term. This Lease Agreement may be terminated for convenience by the Tenant acting through its Director of Real Property Section at any time with not less than sixty (60) days written notice to Landlord. Landlord acknowledges and agrees that good, valuable, and sufficient consideration has been received from Tenant, the receipt and adequacy of which are hereby acknowledged, for the right to terminate this Lease Agreement for convenience.

3. **Brokerage.** Landlord and Tenant each represent and warrant one to the other that neither of them has employed any broker in connection with the negotiation of the terms of this Fifth Amendment. Landlord and Tenant hereby agree to indemnify and to hold each other harmless against any loss, expense, or liability with respect to any third party claims for commissions or brokerage fees arising from or out of any breach of the foregoing representation and warranty.
4. **Entire Agreement; No Set-Off Authority.** The Lease, as modified by this Fifth Amendment, sets forth the entire agreement between the Landlord and Tenant concerning the Premises and the Additional Premises and Tenant's use and occupancy thereof, and there are no other agreements or understandings between them. Tenant certifies and affirms that, as of the date hereof: (i) there are, to the best of its knowledge, no claims, offsets, defenses, or actions or causes of action against Landlord, directly or indirectly relating to the Lease, and (ii) without Landlord's prior written consent, there have been no assignees, sublessees or transferees of the Lease. Landlord confirms that, as of the date hereof, (i) the Lease is and remains in good standing and full force and effect, and (ii) there are, to the best of its knowledge, no claims, offsets, defenses, or actions or causes of

action against Tenant, directly or indirectly relating to the Lease. Landlord and Tenant each represent and warrant that (i) the execution and delivery of this Fifth Amendment has been fully authorized by all necessary corporate action, and (ii) the person signing this Fifth Amendment has the requisite authority to do so and the authority and power to bind the company or entity on whose behalf this Fifth Amendment has been signed.

5. **Counterparts; Facsimile.** This Fifth Amendment may be executed in counterparts, each of which shall constitute an original and all of which together shall constitute one and the same agreement. This Fifth Amendment may be executed by facsimile or e-mail signature which shall, for all purposes, serve as an original executed counterpart of this Fifth Amendment.
6. **Joint Effort.** Preparation of this Fifth Amendment has been a joint effort of the Parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against either one of the Parties.

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IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor authorized to execute same by Board action on the _____ day of _____, 20__, and LAUDERHILL MALL INVESTMENT, LLC, a Florida Limited Liability Company, signing by and through its MANAGER _____ duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: _____
Mayor

_____ day of _____, 20__

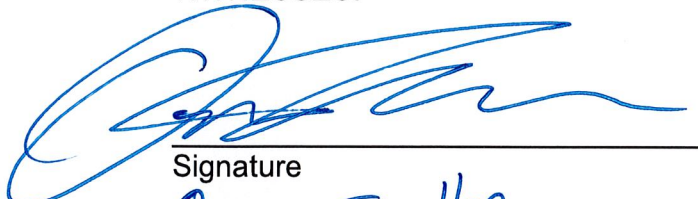
Approved as to form by
Andrew J. Meyers
Broward County Attorney
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Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
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By: Annika E. Ashton 1/28/19
Annika E. Ashton, Esq.
Senior Assistant County Attorney

**FIFTH AMENDMENT TO MASS TRANSIT TRANSFER FACILITY LEASE BETWEEN
BROWARD COUNTY AND LAUDERHILL MALL INVESTMENT, LLC**

LANDLORD

WITNESSES:



Signature

Oscar Fiallos

Print Name of Witness above



Signature

Fadi Kalousia

Print Name of Witness above

LAUDERHILL MALL INVESTMENT,
LLC, a Florida Limited Liability Company

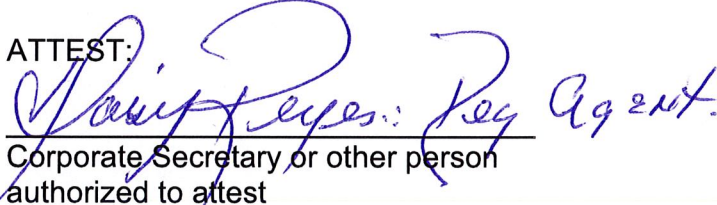
By: 

Authorized Signor

Yoram Hzhak, MGR

Print Name and Title

17 day of January, 2019

ATTEST:


Corporate Secretary or other person
authorized to attest

(CORPORATE SEAL)