

**AMENDMENT OF AMENDED AND RESTATED LEASE AGREEMENT
BETWEEN
BROWARD COUNTY
AND
PORTSIDE YACHTING CENTER 2 LLC**

This Amendment to the Amended and Restated Lease Agreement for Lease of Land at Port Everglades ("Amendment") is made and entered into as of this ____ day of _____, 2017, by and between Broward County, a political subdivision of the State of Florida ("Landlord"), and Portside Yachting Center 2 LLC, a Florida limited liability company ("Tenant"). Landlord and Tenant are collectively referred to as the "Parties."

RECITALS

The Landlord and Portside Yachting Center LLC entered into the Amended and Restated Lease for Lease of Land at Port Everglades ("Lease") effective on November 21, 2016 ("Effective Date"), whereby the Landlord agreed to lease to Portside Yachting Center LLC, and Portside Yachting Center LLC agreed to lease from Landlord, the real property described in the Lease ("Premises").

Portside Yachting Center LLC, with the approval of the Landlord, assigned the Lease to Tenant on November 21, 2016.

Pursuant to Section 2.2 of the Lease, the term of the Lease will expire upon the earlier of the following dates: (i) fourteen (14) months after the Effective Date, which would be January 22, 2018; or (ii) thirty (30) days after the removal or evacuation of all subtenants from the Premises.

Certain Subtenants under Existing Subleases, are unable to evacuate the Premises prior to January 22, 2018.

The Parties desire to amend the Lease in order to extend the term of the Lease so that Tenant may have additional time to evacuate Subtenants from the Premises.

AMENDMENT

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

1. Unless otherwise defined in this Amendment, the capitalized terms in this Amendment have the respective meanings ascribed to them in the Lease and the definitions of those terms in the Lease are incorporated by reference in this Amendment. If there is a conflict or inconsistency between any term, statement, requirement, or

provision of the Lease and any provision of this Amendment, the provisions of this Amendment shall prevail and be given effect.

2. The recitals set forth above are true, accurate, and fully incorporated herein by this reference.

3. The Parties agree to amend Section 2.2 of the Lease to read as follows:

- (a) Term. The term of this Modified Lease shall commence on the Effective Date and expire upon the earlier of: (1) March 31, 2018; or (2) thirty (30) days after the removal or evacuation of all Subtenants from the Premises ("Term").

4. This Amendment is hereby incorporated into the Lease, and all of the terms and conditions contained in the Amendment shall be binding on the Parties.

5. Except as expressly modified herein, all terms and conditions contained in the Lease shall remain unchanged and in full force and effect.

6. The Lease, as modified by this Amendment, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the Purchase Agreement as modified hereby. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

7. Multiple originals of this Amendment may be executed by the Parties, each of which, bearing original signatures, shall have the force and effect of an original document.

8. This Amendment has been jointly prepared by the Parties hereto, and shall not be construed more strictly against either party.

8. Each individual executing this Amendment on behalf of a party hereto represents and warrants that he or she is, on the date of execution, duly authorized by all necessary and appropriate action to execute this Amendment on behalf of such party and does so with full legal authority.

[Execution Pages Follow]

IN WITNESS WHEREOF, the Parties have entered into this Amendment, with Tenant signing by and through its duly authorized representative, and 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____.

LANDLORD

ATTEST:

BROWARD COUNTY, through its Board of County Commissioners

Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners

By _____
Mayor or Vice-Mayor

____ day of _____, 20____

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By  11/30/17
Irma Qureshi (Date)
Assistant County Attorney

By  11/30/17
Annika E. Ashton (Date)
Assistant County Attorney

AMENDMENT TO THE AMENDED AND RESTATED LEASE AGREEMENT FOR LEASE OF LAND AT PORT EVERGLADES BETWEEN BROWARD COUNTY AND PORTSIDE YACHTING CENTER 2 LLC.

WITNESSES:



Witness 1 Signature

Chris Whidden

Witness 1 Print/Type Name




Witness 2 Signature

SITA ALI

Witness 2 Print/Type Name

TENANT:

PORTSIDE YACHTING CENTER 2 LLC,
Florida limited liability company

By 

Steven W. Hudson, Manager

21 day of NOVEMBER, 2017.