

REINSTATEMENT OF AND AMENDMENT TO REAL ESTATE LEASE

THIS REINSTATEMENT OF AND AMENDMENT TO REAL ESTATE LEASE (this "Amendment") is made and entered into as of the 21st day of January, 2017 (the "Effective Date") by and between **FDG FLAGLER STATION II LLC**, a Delaware limited liability company ("FDG"), and **CITY OF HOLLYWOOD**, a Municipal Corporation ("Lessee").

RECITALS:

WHEREAS, FDG's, predecessor in interest, Florida East Coast Railway, L.L.C., a Florida limited liability company, and Lessee entered into that certain Real Estate Lease dated as of March 19, 2006, (the "Lease") with respect to certain real property more particularly described in the Lease as the Leased Premises (hereinafter referred to as the "Original Leased Premises"); and

WHEREAS, pursuant to that certain letter dated December 22, 2016 the Lease was terminated; and

WHEREAS, FDG and Lessee desire to reinstate the Lease and to amend the Lease to replace the Original Leased Premises with that certain real property more particularly described on **Exhibit A** attached hereto and made a part hereof (the "New Leased Premises") pursuant to the terms and conditions hereinafter set forth in this Amendment; and

WHEREAS, Lessee acknowledges that: (i) FDG MAKES NO WARRANTY, REPRESENTATION OR UNDERTAKING, EXPRESSED OR IMPLIED AS TO THE CONDITION OF THE NEW LEASED PREMISES; (ii) Lessee, at its sole cost and expense, hereby agrees to put the New Leased Premises in such condition for its proposed use and to maintain them in their entirety; (iii) the New Leased Premises are leased as they currently exist in an AS IS condition and the Lessee, who has inspected the New Leased Premises prior to entering into this Amendment, accepts the New Leased Premises AS IS and shall henceforth be responsible for any and all repairs and maintenance to the land and any buildings, facilities and improvements located thereon; (iv) Lessee, at its sole cost and expense, shall perform all work required for the preparation of the New Leased Premises for occupancy by Lessee; and (v) Lessee does hereby accept the New Leased Premises as now being in fit and leasable condition for all purposes of Lessee.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and convenience contained herein and in the Lease, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, FDG and Lessee hereby agree as follows:

1. Defined Terms. Any terms used in this Amendment as defined terms, but which are not defined herein, shall have the meanings attributed to those terms in the Lease.
2. Recitals. The foregoing recitals are true and correct and are expressly incorporated into and made a part of this Amendment as if fully rewritten herein.
3. Reinstatement of Lease. The Lease is reinstated effective as of the Effective Date as if it were not previously terminated.

4. Leased Premises. Exhibit A currently attached to the Lease is hereby deleted in its entirety and is replaced with **Exhibit A** attached hereto. Exhibit B currently attached to the Lease is hereby deleted in its entirety and is replaced with **Exhibit B** attached hereto and made a part hereof.

5. Rent. Section 3(a) of the Lease is hereby restated in its entirety as follows:

“During the portion of the Term of this Lease from March 19, 2016 through January 20, 2017, the Lessee shall pay to FDG an annual base rental in the amount of \$11,346.21 in advance on or before the 1st day of each term year, plus all sales or use taxes levied by any governmental body for the use or occupancy of the Leased Premises (“Sales and Use Tax”).

During the remaining portion of the Term of this Lease from January 21, 2017 through March 18, 2017 the Lessee shall pay to FDG an annual base rental in the amount of \$1,930.66 in advance on or before the 1st day of each term year, plus all Sales and Use Tax.

“During the Term of this Lease from March 19, 2017 through March 18, 2018, the Lessee shall pay to FDG an annual base rental in the amount of \$12,981.15 in advance on or before the 1st day of each term year, plus all sales or use taxes levied by any governmental body for the use or occupancy of the Leased Premises (“Sales and Use Tax”).

Rent shall be paid to FDG at Flagler Station II, LLC, P.O. Box 864638, Orlando, Florida 32886-4638, or as otherwise indicated on the applicable invoices. The requirement to pay rent and other payments shall survive expiration or termination of this Lease until all Lessee’s Property (as defined in Section 14 of this Lease) is removed from the Leased Premises in accordance with this Lease and the requirements of Section 14 of this Lease are met.”

6. Authority. FDG and Lessee affirm and covenant that each has the authority to enter into this Amendment, to abide by the terms hereof, and that the signatories hereto are authorized representatives of their respective entities empowered by their respective entities to execute this Amendment.

7. Provisions of Amendment Control. To the extent the provisions of this Amendment are inconsistent with the Lease, the terms of this Amendment shall control.

8. Force and Effect. Except as expressly amended or modified herein, all other terms, covenants and conditions of the Lease shall remain in full force and effect.

9. Successors and Assigns. The terms, conditions, covenants, and agreements contained herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. No reference in the preceding sentence to assigns shall be deemed to authorize any assignment or other transfer, in whole or in part, of the interest of Lessee in violation of any of the provisions of the Lease.

10. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original. The parties agree that a scanned or electronically reproduced copy or image of this Amendment shall be deemed an original.

[SIGNATURES FOLLOW] IN WITNESS WHEREOF, the parties hereto have executed this Amendment the day and year first above written.

Signed, sealed and delivered
in the presence of:

FDG FLAGLER STATION II LLC, a
Delaware limited liability company

Print Name: _____

By: _____

Print Name: _____

As its: _____

Print Name: _____
As to FDG

CITY OF HOLLYWOOD, a
Municipal Corporation

Print Name: _____

By: _____

Print Name: _____

As its: _____

Print Name: _____
As to Lessee

Exhibit A

Ten (10) parcels of land extending westerly from the Railway's easterly Right of Way line of the City of Hollywood, described as follows:

PARCEL NO. 1: A 20-foot strip of land commencing 75 feet north of the north line of Fillmore Street, if extended, and continuing north a distance of 275 feet.

PARCEL NO. 2: A 20-foot strip of land commencing 100 feet south of the south line of Fillmore Street, if extended, and continuing south a distance of 835 feet.

PARCEL NO. 3: A 20-foot strip of land commencing 20 feet south of the south line of Harrison Street and continuing south a distance of 895 feet.

PARCEL NO. 4: A 20-foot strip of land commencing 90 feet south of the south line of Monroe Street, if extended to Railway's east Right of Way line and continuing south for a distance of 1139 feet.

PARCEL NO. 5: A 20-foot strip of land commencing 80 feet south of the south line of Washington Street, if extended to Railway's east Right of Way line and continuing south for a distance of 1225 feet.

PARCEL NO. 6: A 10-foot strip of land commencing 200 feet north of the north line of Taft Street, if extended, and continuing north for a distance of 482.3 feet.

PARCEL NO. 7: A 20-foot strip of land commencing 20 feet south of the south line of Tyler Street, if extended, and continuing south a distance of 225 feet.

PARCEL NO. 8: A 20-foot strip of land commencing 87 feet south of the south line of Hollywood Boulevard, if extended, and continuing south a distance of 150 feet.

PARCEL NO. 9: A 20-foot strip of land commencing at the south line of Sheridan Street and Railway's west Right of Way line and continuing south a distance of 30 feet.

PARCEL NO. 10: A 20-foot strip of land commencing at the north line of Pembroke Road and Railway's east Right of Way line and continuing north a distance of 32 feet.

SIGN NO. 1: An 11' x 30' parcel of land within Railway's westerly right of way commencing on the south right of way line for Sheridan Street and the easterly right of way for West Dixie Highway (south). The northerly line located 1385 feet southerly of Mile Post 347.

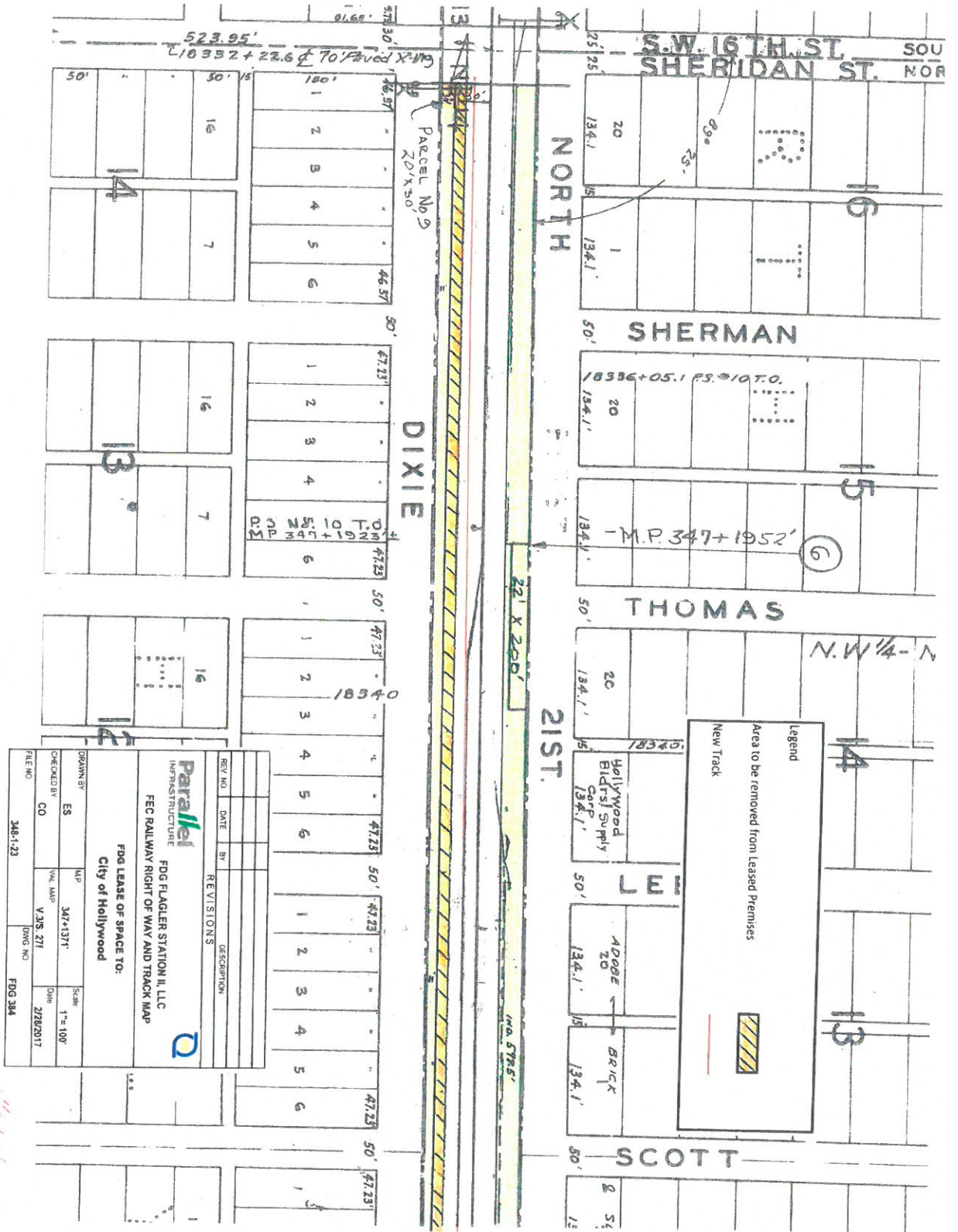
SIGN NO. 2: A 20' x 32' parcel of land within Railway's easterly right of way commencing at a point 4153 feet southerly of Railway Milepost 349. The easterly line

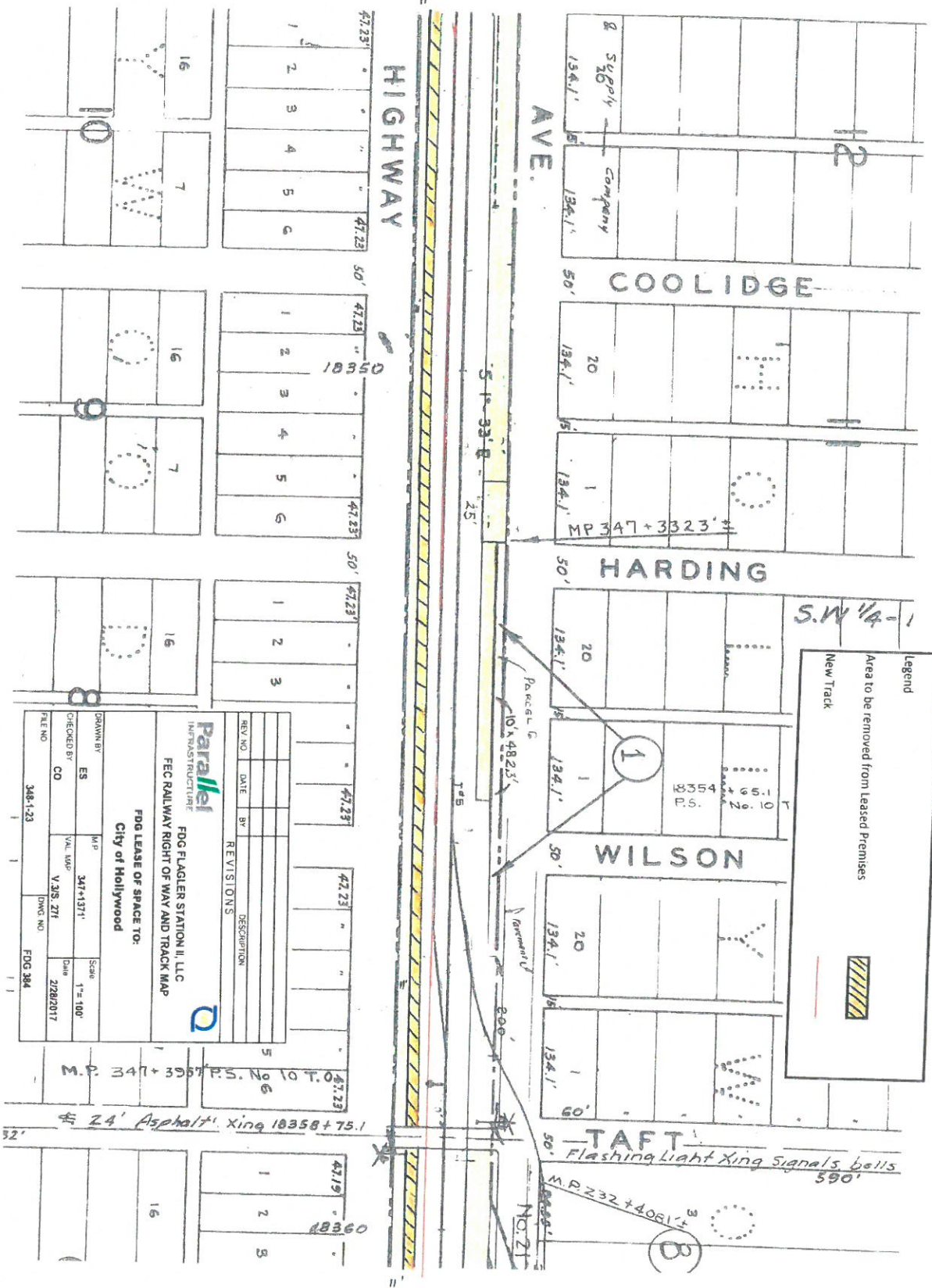
being along the westerly right of way line for North 21st Avenue, and southerly line located along the north right of way line for Pembroke Road.

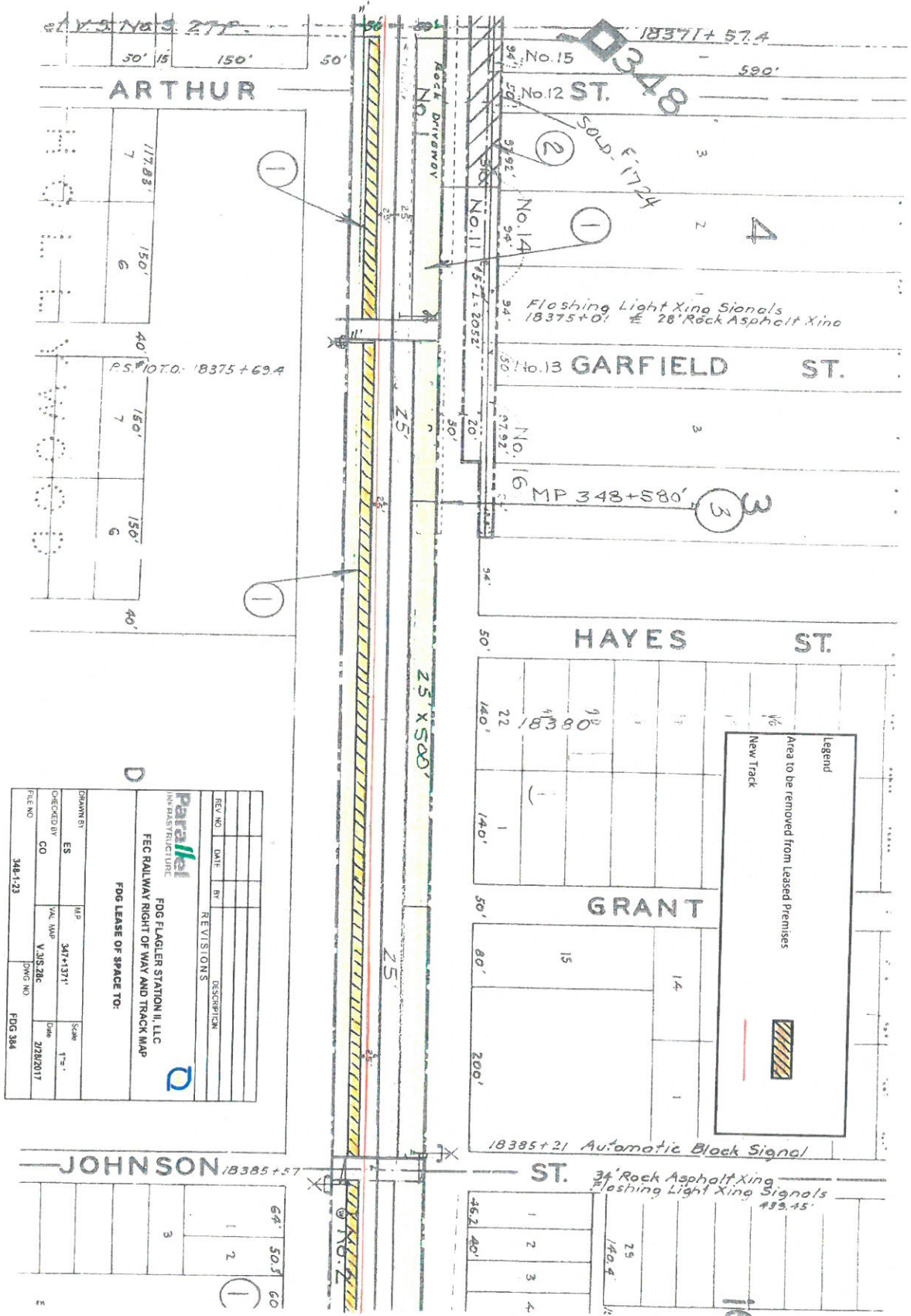
TOGETHER WITH that portion of the operating right of way of the Railway from the North corporate limits of the City of Hollywood to the southerly corporate limits of said City, extending from the right of way limits to within 25 feet of the centerline of the nearest mainline track; LESS AND EXCEPT those areas leased to other patrons of the Railway and those parcels described above to be used for parking.

All as shown on Railway's Drawing No. FDG 384, attached hereto and made a part hereof (collectively with any buildings, facilities and improvements currently or in the future located on the described property, the "Leased Premises").

EXHIBIT B





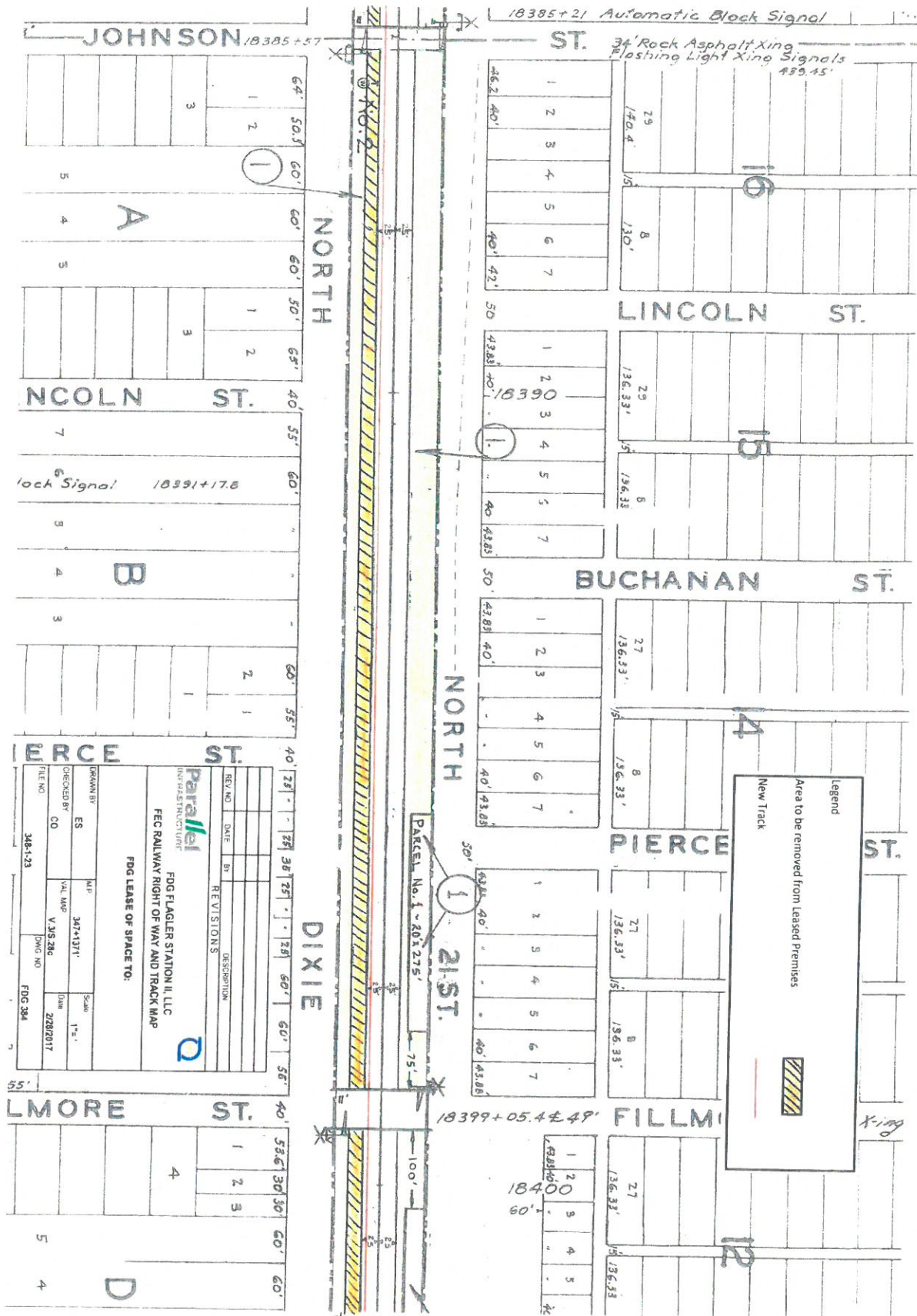


REV. NO.	DATE	BY	DESCRIPTION

Parallel
MANUFACTURING

FOG FLAGLER STATION II, LLC
FEC RAILWAY RIGHT OF WAY AND TRACK MAP
FOG LEASE OF SPACE TO:

DESIGNED BY	ES	MAP	347+1371	Scale	1"=1'
CHECKED BY	CO	VAL. MAP	V.3/S.28C	Date	2/28/2017
FILE NO.	348-1-23	DWG. NO.	FDG 384		



REV. NO.	DATE	BY	DESCRIPTION

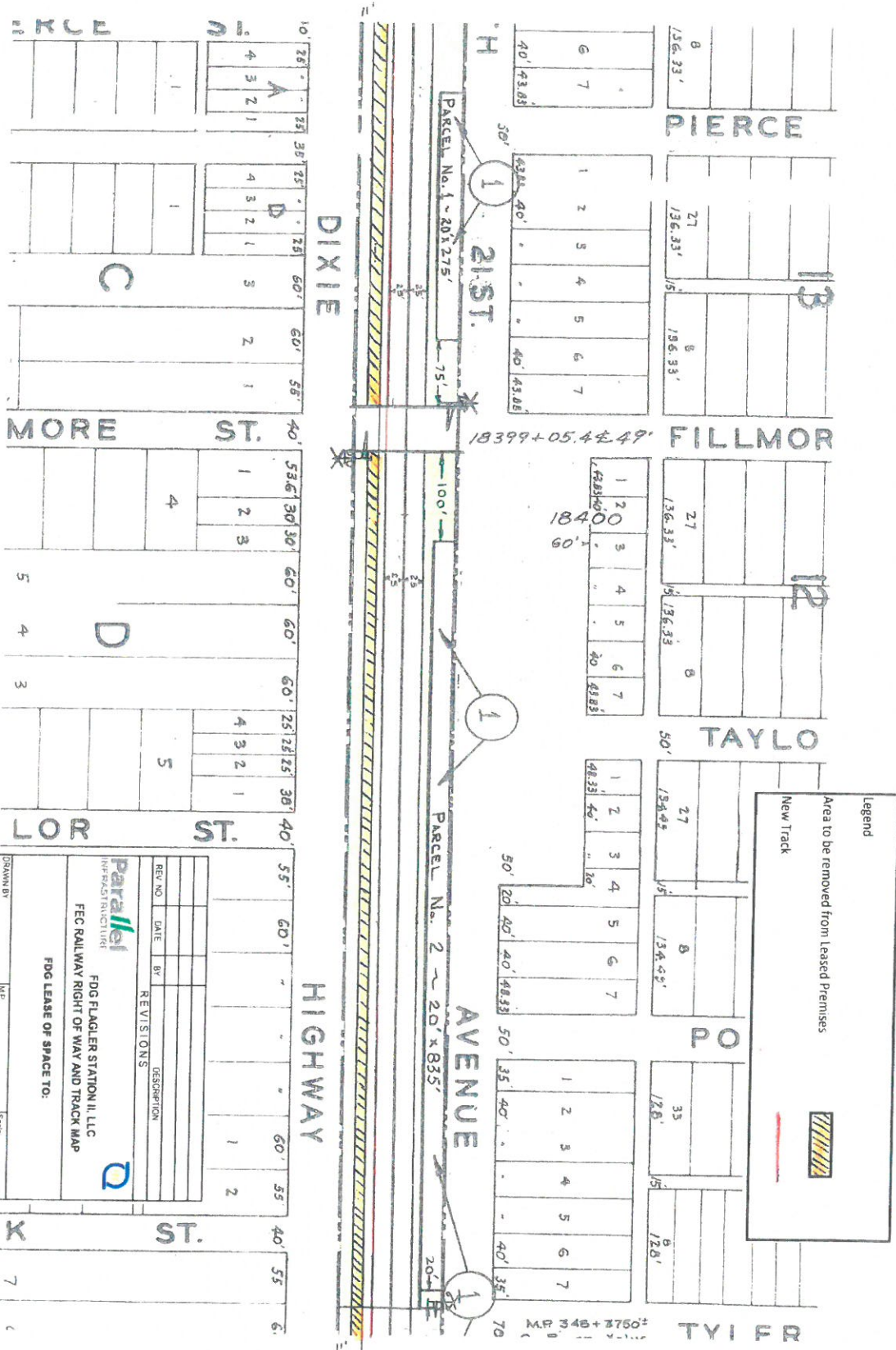
DRAWN BY: ES
 CHECKED BY: CO
 FILE NO: 346-123
 DATE: 3/27/13
 SCALE: 1"=50'
 DATE: 2/28/2017
 DWG NO: FDG-304

Parallel
 INFRASTRUCTURE
 FDG FLAGLER STATION II, LLC
 FEC RAILWAY RIGHT OF WAY AND TRACK MAP
 FDG LEASE OF SPACE TO:

Legend

Area to be removed from Leased Premises

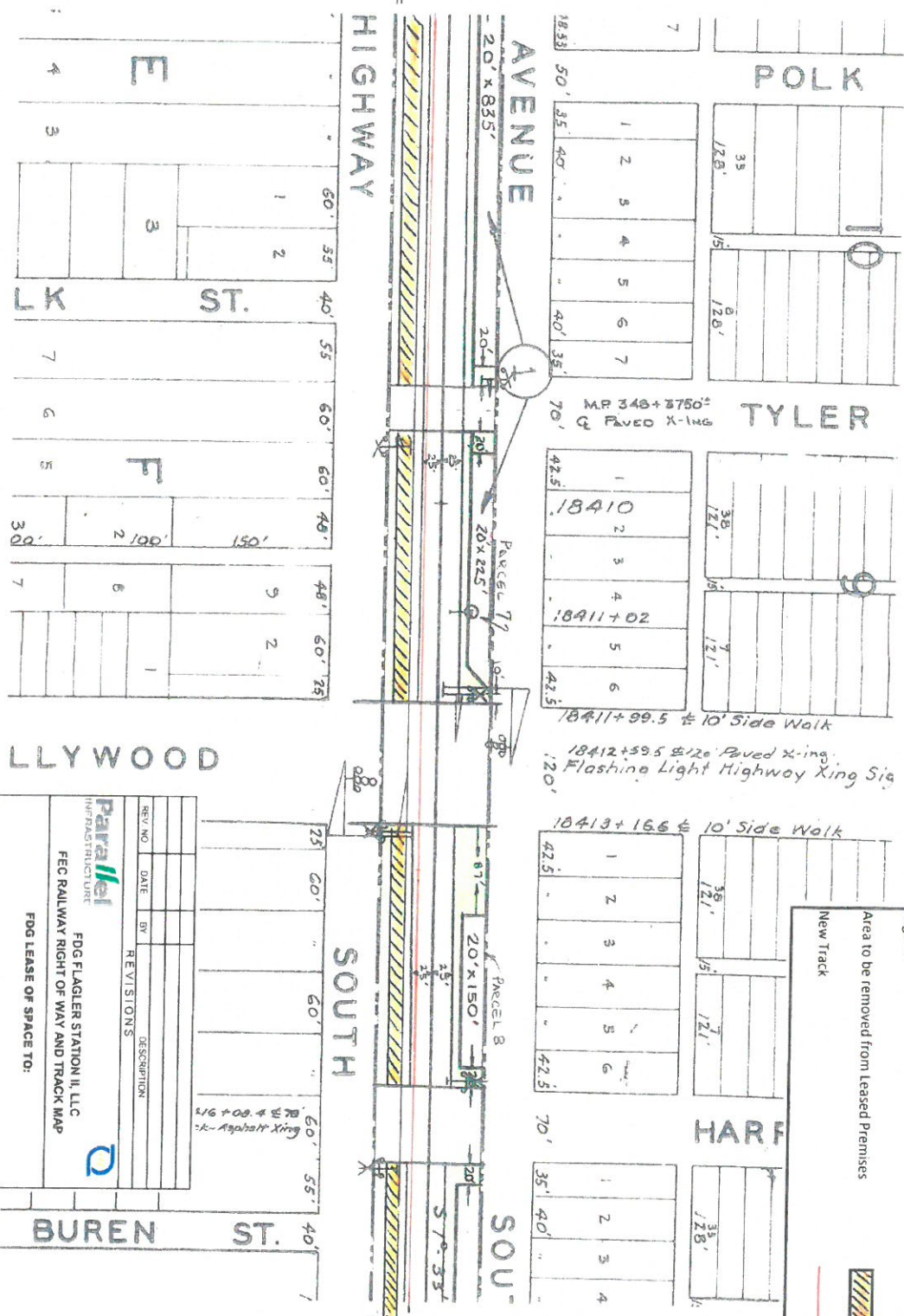
New Track



REV NO.	DATE	BY	DESCRIPTION

Parallel
 INFRASTRUCTURE
 FDG FLAGLER STATION II, LLC
 FEC RAILWAY RIGHT OF WAY AND TRACK MAP
 FDG LEASE OF SPACE TO:

DRAWN BY	ES	M.P.	34741371	Scale	1"=1'
CHECKED BY	CO	VAL. MAP	V.35.286	Date	2/28/2017
FILE NO.	348-1-23	DWG NO.	FDG-304		



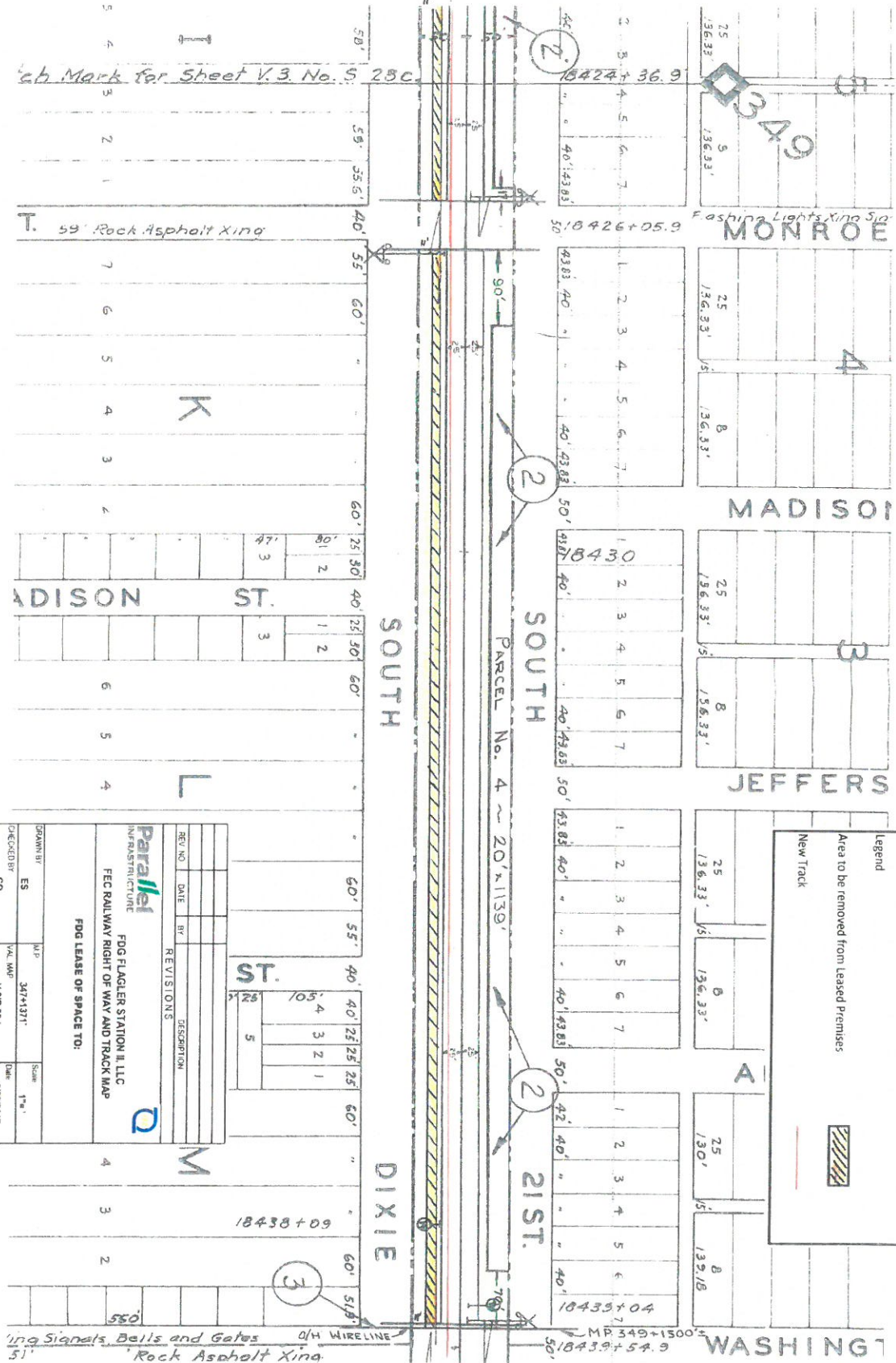
REV. NO.	DATE	BY	REVISIONS	DESCRIPTION

Parallel
INFRASTRUCTURE

FDC FLAGLER STATION II, LLC
FEC RAILWAY RIGHT OF WAY AND TRACK MAP

FDC LEASE OF SPACE TO:

DRAWN BY	ES	MAP	347+1371'	SCALE	1"=1"
CHECKED BY	CO	VAL. MAP	V. JIS. 286	DATE	2/28/2017
FILE NO.	348-1-23	DMG. NO.	FDC 384		



ch Mark for Sheet V.3. No. 5 28C

T. 59' Rock Asphalt Xing

Flashing Lights Xing Sign
MONROE

MADISON ST.

SOUTH

SOUTH

MADISON

JEFFERS

ST.

DIXIE

21ST.

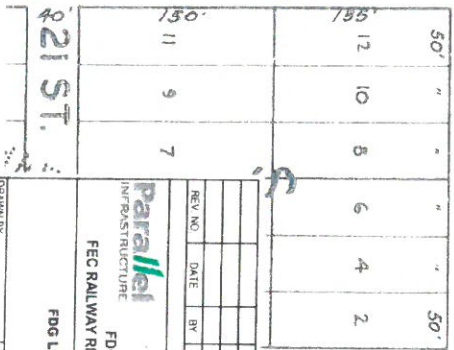
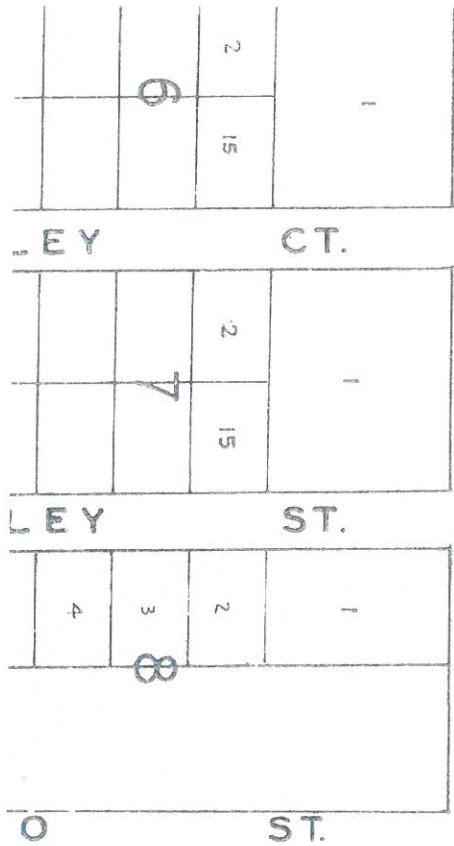
WASHINGTON

ing Signals, Bells and Gates
Rock Asphalt Xing

Parallel INFRASTRUCTURE FDG FLAGLER STATION II, LLC FEC RAILWAY RIGHT OF WAY AND TRACK MAP FDG LEASE OF SPACE TO:	REV. NO. _____ DATE _____ BY _____ DESCRIPTION _____ REVISIONS _____
DRAWN BY: ES CHECKED BY: CO FILE NO: 348-123	MP: 347+137.1 V.35.284 DATE: 2/28/2017 SCALE: 1"=10' DWG. NO: FDG 384

Legend

- Area to be removed from Leased Premises
- New Track



Parallel INFRASTRUCTURE FDG FLAGLER STATION II, LLC FEC RAILWAY RIGHT OF WAY AND TRACK MAP FDG LEASE OF SPACE TO:	DRAWN BY ES 3/17/13/11 1"=1' CHECKED BY CO V. J.S. 2/8/11 2/28/2017 FILE NO. 348-1-23 DWG. NO. FDG 394
REV. NO. DATE BY DESCRIPTION REVISIONS	Scale 1"=1' Date 2/28/2017

9 Signals, bells and gates
 LIMITS- HOLLYWOOD 18466+42.9
 LIMITS- HALLANDALE
 O/H WIRELINE

