SIXTH AMENDMENT TO LEASE

This SIXTH AMENDMENT TO LEASE (this “Sixth Amendment”) is being made and entered into effective as of January 26, 2017 (the “Effective Date”), between the CITY OF NORTH MIAMI, FLORIDA, a Florida municipal corporation (“Landlord”), and OLETA PARTNERS LLC, a Delaware limited liability company (“Tenant”).

WITNESSETH:

WHEREAS, Landlord and Tenant entered into that certain Lease, dated as of May 29, 2012, that certain First Amendment to Lease (“First Amendment”), dated as of June 21, 2012, that certain Second Amendment to Lease (“Second Amendment”), dated as of July 31, 2012, that certain Third Amendment to Lease (“Third Amendment”), dated May 2, 2014, that certain Fourth Amendment to Lease, dated March 2, 2015, (“Fourth Amendment”) Fifth Amendment to Lease, dated October 30, 2015 (the “Fifth Amendment” and, together with the First Amendment, the Second Amendment, the Third Amendment, and the Fourth Amendment collectively the “Lease”) pursuant to which the Tenant is leasing the Premises (as such term is defined in the Lease) from Landlord; and

WHEREAS, Section 28.4 of the Lease permits a modification of the Lease if it is in writing and signed by all of the parties to be bound thereby; and

WHEREAS, simultaneously with the execution hereof, the Landlord is conveying fee title to that certain area of the Leased Premises, more particularly described on the legal description attached hereto as Exhibit A, to OPLH II LLC, a Delaware limited liability company, an Affiliate of Tenant; and (ii) OPLH I LLC, an Affiliate of Tenant, is conveying fee title to that certain area of land, more particularly described on the legal description attached hereto as Exhibit B, to the Landlord to be included as part of the Leased Premises.

WHEREAS, as a consequence of the foregoing, Landlord and Tenant desire to further amend the Lease by substituting the Legal Description attached hereto as Exhibit A, for the legal description presently attached to, and forming a part of, the Lease; and

WHEREAS, unless otherwise defined herein, capitalized terms used in this Sixth Amendment shall have the meanings ascribed to them in the Lease.

NOW, THEREFORE, upon the mutual covenants and conditions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. AMENDMENT. Exhibit A to the Lease is hereby deleted and replaced in its entirety by Exhibit C attached hereto.

2. MISCELLANEOUS.

(a) Recitals. The Recitals hereinabove are incorporated herein by this reference and constitute a part of this Sixth Amendment.
(b) **Entire Agreement.** The provisions of this Sixth Amendment and the Lease shall be read together and viewed as a single document. In the event of a conflict or an ambiguity between this Sixth Amendment and the Lease, the provisions of this Sixth Amendment shall prevail. The Lease as amended by this Sixth Amendment contains the complete expression of the agreement by the parties regarding the subject matter hereof. Except as specifically amended and modified hereby, the Lease remains in full force and effect.

(c) **Governing Law.** This Sixth Amendment, its interpretation and performance, the relationship between the parties, and any disputes arising from or relating to any of the foregoing, shall be governed, construed, interpreted, and regulated under the laws of the State, without regard to principles of conflict of laws.

(d) **Successors and Assigns.** This Sixth Amendment shall bind and benefit Landlord and Tenant and their respective successors and assigns.

(e) **Counterparts.** This Sixth Amendment may be executed in counterparts.

**IN WITNESS WHEREOF,** City and OPLH I have executed this Amendment as of the Effective Date set forth above.

[Signature]

LARRY M. SPRING, JR., CPA  
CITY MANAGER

ATTEST:

MICHAEL A. ETIENNE, ESQ.  
CITY CLERK

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

JEFF P. H. CAZEAU, ESQ.  
CITY ATTORNEY

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

[Signature]

PAUL M. ELIE  
MY COMMISSION EXPIRES: March 3, 2019  
NOTARY PUBLIC

The foregoing instrument was acknowledged before me this 12th day of January, 2017, by Larry M. Spring, as the City Manager of the CITY OF NORTH MIAMI, FLORIDA, a Florida municipal corporation. He (check applicable box) ☑️ is personally known to me or ☐ has produced ☑️ as identification.

[Signatures Continue on Next Page]
WITNESSES:  
OLETA PARTNERS LLC,  
a Delaware limited liability company

Print Name:  Stacey Jones

By:  
Mario Romine, Authorized Signatory

Print Name:  Bonney Rosas

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

This instrument was acknowledged before me this 27th day of January, 2017, by Mario Romine as Authorized Signatory of OLETA PARTNERS LLC, a Delaware limited liability company. He or she is personally known to me or has produced a Florida driver’s license as identification.

Name of Notary Public

My Commission Expires: 2-10-20

[SEAL]
EXHIBIT A

Legal Description

[SEE ATTACHED]
LEGAL DESCRIPTION:

A PORTION OF TRACT "A", "BISCAYNE LANDING," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 161 AT PAGE 72, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST SOUTHWESTERN CORNER OF SAID TRACT "A," THENCE RUN NORTH 87°32'55" EAST, ALONG THE SOUTHERLY BOUNDARY LINE OF SAID TRACT "A," FOR A DISTANCE OF 588.34 FEET TO A POINT; THENCE RUN NORTH 02°27'05" WEST, AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, FOR A DISTANCE OF 597.95 FEET; THENCE RUN NORTH 87°32'55" EAST FOR A DISTANCE OF 953.68 TO THE POINT OF BEGINNING; THENCE RUN NORTH 02°27'05" WEST FOR A DISTANCE OF 60.00 FEET; THENCE RUN NORTH 87°32'55" EAST FOR A DISTANCE OF 184.44 FEET TO A POINT OF A NON TANGENTAL CURVE TO THE RIGHT HAVING A RADIUS OF 1446.90 FEET, A CENTRAL ANGLE OF 02°22'55", AN ARC DISTANCE OF 60.01 FEET THROUGH A CHORD BEARING OF SOUTH 01°33'25" EAST AND A CHORD DISTANCE OF 60.01 FEET TO THE POINT OF BEGINNING.

SAID PARCEL OF LAND CONTAINING 11,042 SQUARE FEET MORE OR LESS (0.25 ACRES).

NOTES:

THIS IS NOT A BOUNDARY SURVEY.

BEARINGS ARE BASED ON AN ASSUMED SYSTEM WHEREBY THE NORTH LINE OF NE 1/4 OF SECTION 21 TOWNSHIP 52 SOUTH RANGE 42 EAST, AS SHOWN ON SAID PLAT OF "BISCAYNE LANDING" AS RECORDED IN PLAT BOOK 161 AT PAGE 72 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, AND IS REFERENCE FROM THE NORTHEAST CORNER OF TRACT A.

THIS LEGAL DESCRIPTION AND THE SKETCH TO ACCOMPANY LEGAL ARE NOT VALID WITHOUT THE OTHER.

CERTIFICATION:

I HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION WAS MADE UNDER MY RESPONSIBLE CHARGE ON AUGUST 31, 2016 AND MEETS THE APPLICABLE STANDARDS OF PRACTICE AS SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULES 5J-17.051 AND 5J-17.052 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027 FLORIDA STATUTES.

JOHN Liptak
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER
LICENSE NO. 5864

THIS DESCRIPTION AND SKETCH WERE PREPARED BY
Maser Consulting, P.A.
8290 N.W. 64th Street - Miami, Florida 33166
P.305.597.9701 F.305.597.9702

THIS DESCRIPTION AND SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND RAISED SEAL OF A LICENSED FLORIDA SURVEYOR AND MAPPER.
EXHIBIT B

Legal Description

[SEE ATTACHED]
LEGAL DESCRIPTION:

A PORTION OF TRACT "A" OF BISCAYNE LANDING, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 161, AT PAGE 72, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA LYING IN SECTION 21, TOWNSHIP 52 NORTH, RANGE 42 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH-EAST CORNER OF THE WEST 1/2 OF THE NORTH-EAST 1/4 OF SECTION 21, TOWNSHIP 52 SOUTH, RANGE 42 EAST, MIAMI-DADE COUNTY, FLORIDA, SAID POINT ALSO BEING THE MOST NORTH-EASTERLY CORNER OF THE AFOREMENTIONED TRACT "A"; THENCE RUN SOUTH 02°55'05" EAST, ALONG THE WEST LINE OF THE NORTH-EAST 1/4 OF THE NORTH-EAST 1/4 OF SAID SECTION 21 AND ITS SOUTHERLY PROLATION THEREOF, FOR A DISTANCE OF 1,396.14 FEET TO A POINT ON THE NORTH LINE OF THE RESIDENTIAL PARCEL 1; THENCE NORTH 88°24'08" WEST, ALONG SAID NORTH LINE OF THE RESIDENTIAL PARCEL 1, A DISTANCE OF 35.80 FEET TO THE POINT OF BEGINNING THENCE CONTINUE NORTH 88°24'08" WEST, A DISTANCE OF 39.43 FEET; THENCE NORTH 02°55'05" WEST A DISTANCE OF 11.66 FEET; THENCE SOUTH 87°02'45" WEST, A DISTANCE OF 358.81 FEET TO A POINT, THE LAST 3 COURSES ARE CONCIDENT WITH THE NORTH LINE OF SAID RESIDENTIAL PARCEL 1; THENCE RUN SOUTH 78°04'41" EAST FOR A DISTANCE OF 79.96 FEET TO A POINT; THENCE RUN NORTH 67°16'04" EAST FOR A DISTANCE OF 30.04 FEET TO A POINT ON A NON TANGENTIAL CURVE CONCAVE TO THE SOUTHWEST, THENCE ALONG THE ARC OF A CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 34.50 FEET, A CENTRAL ANGLE OF 27°31'25"; AN ARC DISTANCE OF 16.57 FEET TROUGH A CHORD BEARING OF NORTH 37°18'16" WEST AND A CHORD DISTANCE OF 16.41 TO A POINT OF TANGENCY; THENCE RUN SOUTH 22°32'35" EAST FOR A DISTANCE OF 33.29 FEET TO A POINT ON A NON TANGENTIAL CURVE CONCAVE TO THE SOUTHEAST, THENCE ALONG THE ARC OF A CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 263.50 FEET, A CENTRAL ANGLE OF 12°33'43"; AN ARC DISTANCE OF 57.77 FEET TROUGH A CHORD BEARING OF NORTH 78°06'32" EAST AND A CHORD DISTANCE OF 57.66 FEET TO A POINT; THENCE RUN NORTH 22°27'14" WEST FOR A DISTANCE OF 39.93 FEET TO A POINT; THENCE RUN NORTH 67°24'48" EAST FOR A DISTANCE OF 29.98 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 10.00 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 53°38'43" FOR AN ARC DISTANCE OF 9.36 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 58°56'30" EAST FOR A DISTANCE OF 17.80 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 20.80 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 20°00'56" FOR AN ARC DISTANCE OF 6.99 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 78°57'26" EAST FOR A DISTANCE OF 120.75 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 15.00 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 93°47'42" FOR AN ARC DISTANCE OF 14.06 FEET TO A POINT ON A CURVE CONCAVE TO THE NORTHWEST, THENCE ALONG THE ARC OF A CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 119.03 FEET, A CENTRAL ANGLE OF 24°56'57"; AN ARC DISTANCE OF 51.62 FEET THROUGH A CHORD BEARING OF NORTH 67°06'49" EAST AND A CHORD DISTANCE OF 51.22 FEET TO A POINT OF A COMPOUND CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 183.00 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°44'19" AN ARC DISTANCE OF 37.49 FEET TO THE POINT OF BEGINNING.

SAID PARCEL OF LAND CONTAINING 11,041 SQUARE FEET MORE OR LESS (0.25 ACRES).

NOTES:

THIS IS NOT A BOUNDARY SURVEY.

BEARINGS ARE BASED ON AN ASSUMED SYSTEM WHEREBY THE NORTH LINE OF NE ¼ OF SECTION 21 TOWNSHIP 52 SOUTH RANGE 42 EAST, AS SHOWN ON SAID PLAT OF "BISCAYNE LANDING" AS RECORDED IN PLAT BOOK 161 AT PAGE 72 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, AND IS REFERENCE FROM THE NORTH-EAST CORNER OF TRACT A.

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CERTIFICATION:

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JOHN LIPIAK
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER
LICENSE NO. 5664

1 12/23/16 Revised to Add Hatch

ALR

MATER

BISCAYNE LANDING / SWAP AREA 1

Draw By: JP Date: 08/31/16
Job #: 2776 Scale: NOT TO SCALE

Sketch No.: 2776.51

9230 N.W. 64TH STREET - MIAMI, FL 33166 - LB7388 - LB8020 Phone: 305.597.9701 www.maserconsulting.com Fax: 305.597.9702
EXHIBIT C

Legal Description

[SEE ATTACHED]