

**EIGHTH AMENDMENT TO  
AMENDED AND RESTATED DEVELOPMENT AGREEMENT**

**THIS EIGHTH AMENDMENT TO AMENDED AND RESTATED DEVELOPMENT AGREEMENT (“Eighth Amendment”)** is dated as of \_\_\_\_\_ and is between the **CITY OF POMPANO BEACH, FLORIDA**, a Florida municipal corporation (“**City**”) and **POMPANO PIER ASSOCIATES, LLC**, a Florida limited liability company (“**Developer**”).

**RECITALS:**

City and Developer have entered into an Amended and Restated Development Agreement dated July 28, 2014; a First Amendment to Amended and Restated Development Agreement dated March 27, 2015; a Second Amendment to Amended and Restated Development Agreement dated April 15, 2016; a Third Amendment to Amended and Restated Development Agreement dated November 3, 2017; a Fourth Amendment to Amended and Restated Development Agreement dated October 29, 2018; a Fifth Amendment to Amended and Restated Development Agreement dated September 19, 2019, a Sixth Amendment to Amended and Restated Development Agreement dated November 16, 2020, and a Seventh Amendment to Amended and Restated Development Agreement dated February 1, 2022 (collectively, “**Agreement**”), for the development, leasing and operation of approximately 6.125 acres of oceanfront property located on Pompano Beach Boulevard (“**Property**”).

All terms used in this Eighth Amendment which are defined in the Agreement will have the meanings set forth in the Agreement.

The City has leased Parcel C1 to PPA-C1, LLC (“**Parcel C1 Tenant**”), an affiliate of the Developer, pursuant to the Parcel Ground Lease for Parcel C1 dated February 15, 2017 (the “**Parcel C1 Ground Lease**”).

The City has leased Parcel C2 to PPA-C2, LLC (“**Parcel C2 Tenant**”), an affiliate of the Developer, pursuant to the Parcel Ground Lease for Parcel C2 dated April 17, 2017, amended on September 12, 2022 (collectively, “**Parcel C2 Ground Lease**”).

The Existing Concession Building is located on Parcel E. The City has leased Parcel E to PPA-E, LLC (“**Parcel E Tenant**”), an affiliate of the Developer, pursuant to the Parcel Ground Lease for Parcel E dated March 15, 2015, amended on April 15, 2016, November 3, 2017, May 1, 2018, November 16, 2020, and February 1, 2022 (collectively, “**Parcel E Ground Lease**”).

The City has leased Parcel R1 to PPA-R1, LLC (“**Parcel R1 Tenant**”), an affiliate of the Developer, pursuant to the Parcel Ground Lease for Parcel R1 dated February 28, 2017 (the “**Parcel R1 Ground Lease**”).

The City has leased Parcel R2 to PPA-R2, LLC (“**Parcel R2 Tenant**”), an affiliate of the Developer, pursuant to the Parcel Ground Lease for Parcel R2 dated September 30, 2015, and amended on April 15, 2016 (collectively, “**Parcel R2 Ground Lease**”).

The City has leased Parcel R3 to PPA-R3, LLC (“**Parcel R3 Tenant**”), an affiliate of the Developer, pursuant to the Parcel Ground Lease for Parcel R3 dated March 31, 2015, and amended on April 15, 2016 (collectively, “**Parcel R3 Ground Lease**”).

The City has leased Phase R4 to PPA-R4, LLC (“**Phase R4 Tenant**”), an affiliate of the Developer, pursuant to the Space Lease for Phase R4 dated April 15, 2016, and amended November 3, 2017 (collectively, “**Phase R4 Lease**”).

The City has leased Parcel R5 to PPA-R5, LLC (“**Parcel R5 Tenant**”), an affiliate of the Developer, pursuant to the Parcel Ground Lease for Parcel R5 dated November 6, 2018 (the “**Parcel R5 Ground Lease**”).

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

#### **AGREEMENT:**

1. **Sublease Requirements** Section 24.4.3 of the Form of Parcel Ground Lease attached as Exhibit D to the Agreement is amended to read as follows (added language is underlined and in bold, deleted language has a line through it):

**24.4.3** Require the Subtenant to remain in continuous operation throughout the term of its Sublease, and to provide written notice to Tenant ~~and City~~ if of the date on which Subtenant (1) intends to cease operations for a period in excess of ten (10) days in order to make renovations or repairs to the sublease premises or (2) cease operations altogether. Completion of renovations and repairs to the sublease premises pursuant to 24.4.3(1) shall not exceed eighteen (18) months. Such period may be extended if the repairs and renovations cannot be completed within such time period due to matters of force majeure or matters beyond the reasonable control of Subtenant. ~~for a period not to exceed 10 days in order to make renovations or repairs to the sublease premises;~~

2. **Continuous Operation.** Section 41.2 of the Form of Parcel Ground Lease attached as Exhibit D to the Agreement is amended to read as follows (added language is underlined and in bold, deleted language has a line through it):

**41.2 Continuous Operation.** Tenant acknowledges that it is important to City that the Project remains in full operation at all times. Tenant agrees to use ~~best~~ commercially reasonable efforts to keep the Parcel in continuous operation throughout the Lease Term. Tenant agrees to include in its Subleases a provision obligating each Subtenant to use commercially reasonable efforts to remain in continuous operation throughout its respective Sublease term, provided that (i) Subtenant may cease operations in order to make renovations and repairs to the sublease premises as permitted under Section 24.4.3 and (ii) subject to 24.4.3(2) above, in no event shall any space within the Improvements on the Parcel cease continuous operation for more than eighteen (18) months. Tenant must provide written notice to City ~~if~~ within ten (10) days of the date on which a Subtenant vacates its premises ~~intends to cease continuous operation pursuant to paragraph 24.4.3(1) or ceases operations altogether pursuant to 24.4.3(2) in violation of its Sublease.~~ If

a Subtenant ceases continuous operation altogether, Tenant shall use commercially reasonable efforts to satisfy the following deadlines:

<u>Advertise Premises</u>	<u>New Sublease Execution Date</u>	<u>Obtain Permits</u>	<u>Commence Construction</u>
<u>30 Days from the date continuous operations cease</u>	<u>4 months from the date Premises is Advertised</u>	<u>10 months from the New Sublease Execution Date</u>	<u>12 months from the New Sublease Execution Date</u>

3. **Amendment of Parcel Ground Leases and Phase R4 Lease.** The Parcel E, R1, R2, R3, R5, C1, C2, and Phase R4 Tenants are joining in this Eighth Amendment to confirm that the amendments to the Agreement in Paragraphs 1 and 2 above are incorporated into each of the respective Parcel Ground Lease, as well.
4. **Ratification of Agreement.** The Agreement, as amended by this Eighth Amendment, remains in full force and effect on the date hereof.

The parties have executed this Eighth Amendment on the dates set forth below their respective signatures.

**CITY:**

**CITY OF POMPANO BEACH, FLORIDA**

By: \_\_\_\_\_  
 REX HARDIN, MAYOR

DATE: \_\_\_\_\_

By: \_\_\_\_\_  
 GREGORY P. HARRISON,  
 CITY MANAGER

Attest:

\_\_\_\_\_  
 ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved by:

\_\_\_\_\_  
 MARK E. BERMAN, CITY ATTORNEY

Witnesses:

\_\_\_\_\_

Print name: \_\_\_\_\_

\_\_\_\_\_

Print name: \_\_\_\_\_

**DEVELOPER:**

**POMPANO PIER ASSOCIATES, LLC,** a  
Florida limited liability company

By: \_\_\_\_\_  
RICHARD CASTER, Manager

Date: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of \_\_\_\_ physical presence or \_\_\_\_\_ online notarization on \_\_\_\_\_, by RICHARD CASTER, as Manager of Pompano Pier Associates, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Name of Notary Typed, Printed or Stamped

NOTARY'S SEAL

\_\_\_\_\_  
Commission Number

**JOINDER OF PARCEL E TENANT**

**PPA-E, LLC**, a Florida limited liability company (“**Parcel E Tenant**”), as the tenant of Parcel E pursuant to the Parcel Ground Lease for Parcel E dated March 31, 2015, and amended on April 15, 2016, November 3, 2017, May 1, 2018, November 16, 2020, and February 1, 2022, joins in this Eighth Amendment to Amended and Restated Development Agreement to acknowledge its consent to the terms and conditions of the Eighth Amendment which may affect the rights or obligations of the Parcel E Tenant under the Parcel E Ground Lease.

Witnesses:

\_\_\_\_\_

Print name: \_\_\_\_\_

\_\_\_\_\_

Print name: \_\_\_\_\_

**PARCEL E TENANT:**

**PPA-E, LLC**, a Florida limited liability company

By: \_\_\_\_\_  
RICHARD CASTER, Manager

Date: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of \_\_\_\_\_ physical presence or \_\_\_\_\_ online notarization on \_\_\_\_\_, by RICHARD CASTER, as Manager of PPA-E, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Name of Notary Typed, Printed or Stamped

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*Tenant Signature Page to Eighth Amendment*

**JOINDER OF PHASE R4 TENANT**

**PPA-R4, LLC**, a Florida limited liability company (“**Phase R4 Tenant**”), as the tenant of Phase R4 pursuant to the Space Lease for Phase R4 dated April 15, 2016, and amended November 3, 2017, joins in this Eighth Amendment to Amended and Restated Development Agreement to acknowledge its consent to the terms and conditions of the Eighth Amendment which may affect the rights or obligations of the Phase R4 Tenant under the Phase R4 Space Lease.

Witnesses:

\_\_\_\_\_

Print name: \_\_\_\_\_

\_\_\_\_\_

Print name: \_\_\_\_\_

**PHASE R4 TENANT:**

**PPA-R4, LLC**, a Florida limited liability company

By: \_\_\_\_\_  
RICHARD CASTER, Manager

Date: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of \_\_\_\_\_ physical presence or \_\_\_\_\_ online notarization on \_\_\_\_\_, by RICHARD CASTER, as Manager of PPA-R4, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

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**JOINDER OF PARCEL R1 TENANT**

**PPA-R1, LLC**, a Florida limited liability company ("**Parcel R1 Tenant**"), as the tenant of Parcel R1 pursuant to the Parcel Ground Lease for Parcel R1 dated February 28, 2017, joins in this Eighth Amendment to Amended and Restated Development Agreement to acknowledge its consent to the terms and conditions of the Eighth Amendment which may affect the rights or obligations of the Parcel R1 Tenant under the Parcel R1 Ground Lease.

Witnesses:

\_\_\_\_\_

Print name: \_\_\_\_\_

\_\_\_\_\_

Print name: \_\_\_\_\_

**PARCEL R1 TENANT:**

**PPA-R1, LLC**, a Florida limited liability company

By: \_\_\_\_\_  
RICHARD CASTER, Manager

Date: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of \_\_\_\_\_ physical presence or \_\_\_\_\_ online notarization on \_\_\_\_\_, by RICHARD CASTER, as Manager of PPA-R1, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced \_\_\_\_\_ as identification.

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**JOINDER OF PARCEL R2 TENANT**

**PPA-R2, LLC**, a Florida limited liability company ("**Parcel R2 Tenant**"), as the tenant of Parcel R2 pursuant to the Parcel Ground Lease for Parcel R2 dated September 30, 2015, and amended on April 15, 2016, joins in this Eighth Amendment to Amended and Restated Development Agreement to acknowledge its consent to the terms and conditions of the Eighth Amendment which may affect the rights or obligations of the Parcel R2 Tenant under the Parcel R2 Ground Lease.

Witnesses:

\_\_\_\_\_

Print name: \_\_\_\_\_

\_\_\_\_\_

Print name: \_\_\_\_\_

**PARCEL R2 TENANT:**

**PPA-R2, LLC**, a Florida limited liability company

By: \_\_\_\_\_  
RICHARD CASTER, Manager

Date: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of \_\_\_\_\_ physical presence or \_\_\_\_\_ online notarization on \_\_\_\_\_, by RICHARD CASTER, as Manager of PPA-R2, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced \_\_\_\_\_ as identification.

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**JOINDER OF PARCEL R3 TENANT**

**PPA-R3, LLC**, a Florida limited liability company ("**Parcel R3 Tenant**"), as the tenant of Parcel R3 pursuant to the Parcel Ground Lease for Parcel R3 dated March 31, 2015, and amended on April 15, 2016, joins in this Eighth Amendment to Amended and Restated Development Agreement to acknowledge its consent to the terms and conditions of the Eighth Amendment which may affect the rights or obligations of the Parcel R3 Tenant under the Parcel R3 Ground Lease.

Witnesses:

\_\_\_\_\_

Print name: \_\_\_\_\_

\_\_\_\_\_

Print name: \_\_\_\_\_

**PARCEL R3 TENANT:**

**PPA-R3, LLC**, a Florida limited liability company

By: \_\_\_\_\_  
RICHARD CASTER, Manager

Date: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of \_\_\_\_\_ physical presence or \_\_\_\_\_ online notarization on \_\_\_\_\_, by RICHARD CASTER, as Manager of PPA-R3, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced \_\_\_\_\_ as identification.

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**JOINDER OF PARCEL R5 TENANT**

**PPA-R5, LLC**, a Florida limited liability company ("**Parcel R5 Tenant**"), as the tenant of Parcel R5 pursuant to the Parcel Ground Lease for Parcel R5 dated November 6, 2018, joins in this Eighth Amendment to Amended and Restated Development Agreement to acknowledge its consent to the terms and conditions of the Eighth Amendment which may affect the rights or obligations of the Parcel R5 Tenant under the Parcel R5 Ground Lease.

Witnesses:

\_\_\_\_\_

Print name: \_\_\_\_\_

\_\_\_\_\_

Print name: \_\_\_\_\_

**PARCEL R1 TENANT:**

**PPA-R5, LLC**, a Florida limited liability company

By: \_\_\_\_\_  
RICHARD CASTER, Manager

Date: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of \_\_\_\_\_ physical presence or \_\_\_\_\_ online notarization on \_\_\_\_\_, by RICHARD CASTER, as Manager of PPA-R5, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced \_\_\_\_\_ as identification.

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**JOINDER OF PARCEL C1 TENANT**

**PPA-C1, LLC**, a Florida limited liability company (“**Parcel C1 Tenant**”), as the tenant of Parcel C1 pursuant to the Parcel Ground Lease for Parcel C1 dated February 15, 2017, joins in this Eighth Amendment to Amended and Restated Development Agreement to acknowledge its consent to the terms and conditions of the Eighth Amendment which may affect the rights or obligations of the Parcel C1 Tenant under the Parcel C1 Ground Lease.

Witnesses:

\_\_\_\_\_

Print name: \_\_\_\_\_

\_\_\_\_\_

Print name: \_\_\_\_\_

**PARCEL C1 TENANT:**

**PPA-C1, LLC**, a Florida limited liability company

By: \_\_\_\_\_  
RICHARD CASTER, Manager

Date: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of \_\_\_\_\_ physical presence or \_\_\_\_\_ online notarization on \_\_\_\_\_, by RICHARD CASTER, as Manager of PPA-C1, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced \_\_\_\_\_ as identification.

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**JOINDER OF PARCEL C2 TENANT**

**PPA-C2, LLC**, a Florida limited liability company (“**Parcel C2 Tenant**”), as the tenant of Parcel C2 pursuant to the Parcel Ground Lease for Parcel C2 dated April 17, 2017, and amended on September 12, 2022, joins in this Eighth Amendment to Amended and Restated Development Agreement to acknowledge its consent to the terms and conditions of the Eighth Amendment which may affect the rights or obligations of the Parcel C2 Tenant under the Parcel C2 Ground Lease.

Witnesses:

\_\_\_\_\_

Print name: \_\_\_\_\_

\_\_\_\_\_

Print name: \_\_\_\_\_

**PARCEL C2 TENANT:**

**PPA-C2, LLC**, a Florida limited liability company

By: \_\_\_\_\_  
RICHARD CASTER, Manager

Date: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of \_\_\_\_\_ physical presence or \_\_\_\_\_ online notarization on \_\_\_\_\_, by RICHARD CASTER, as Manager of PPA-C2, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced \_\_\_\_\_ as identification.

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