

## FIRST AMENDMENT TO GROUND LEASE

This First Amendment to Ground Lease (the “**Amendment**”) is made and entered into effective as of October \_\_, 2020, by and between Howard Steinholz, as Co-Trustee under the Declaration of Appointment of Co-Trustee dated April 13, 2016 of the Tamarac Land Trust Agreement dated July 10, 2013 (“**Landlord**”), and JKM TV C, LLC, a Florida limited liability company (“**Tenant**”).

### BACKGROUND

On July 10, 2013, the City entered into the Tamarac Land Trust Agreement (“Land Trust Agreement”) with Alan J. Polin, P.A. to serve as the Trustee under the Land Trust Agreement which governs the conveyance and administration of the property which is the subject of the Land Trust Agreement.

Pursuant to City of Tamarac Resolution R-2016-34, dated April 13, 2016, the City entered into a Declaration of Appointment of Co-Trustee of the Tamarac Land Trust Agreement dated July 10, 2013, and appointed Howard Steinholz to serve as Co-Trustee under the Land Trust Agreement, when Alan J. Polin, P.A. was unable to serve.

Landlord and Tenant entered into that certain Ground Lease with an effective date of June 22, 2018, regarding portions of real property located in Tamarac, Florida, commonly known as “Tamarac Village” (the “**Lease**”). Landlord and Tenant have agreed to amend the terms and provisions of the Lease as more particularly set forth herein.

### Agreement

1. Recitals. The above recitals are true and correct and are incorporated herein by reference. Capitalized terms which are not defined in this Amendment shall have the same meaning as defined in the Lease.
2. Amendment to Exhibit “A”. Following the recording of a plat underlying the Property described in the Lease, Landlord and Tenant have agreed to revise the legal description of the Property. Landlord and Tenant hereby agree that Exhibit “A” of the Lease is deleted in its entirety and replaced with Exhibit “A” attached hereto and made a part hereof.
3. Amendment to Section 20. Section 20 of the Lease is hereby deleted in its entirety and replaced with the following:

“SECTION 20. Commercial Parcel Options.

“20.1 Notice of Option. On or before 5:00pm December 22, 2021 (forty-two (42) months from the Commencement Date of this Lease), Tenant shall advise Landlord in writing (the “Commercial Parcel Notice”) that it has elected not to develop the Property as contemplated as of the Effective Date. Landlord shall have ninety (90) calendar days following receipt of the Commercial Parcel Notice to advise Tenant in writing (the “Commercial Parcel Election”) either (i) that Landlord intends to terminate this Lease (the “Commercial Termination Option”), , or that (ii) Will allow Tenant to amend the Site Plan to develop the Property pursuant to a plan of

development as agreed upon by both Landlord and Tenant within the ninety (90) day Commercial Parcel Election Period, which may include (subject to applicable law), without limitation, for multi-family residential or other residential purposes (the “Commercial Repositioning Option”). If Landlord does not timely deliver the Commercial Parcel Election to Tenant, Landlord shall be deemed to have elected the Commercial Termination Option as to the last date of such ninety (90) calendar day period.

“20.2 Commercial Termination Option. In the event the Landlord elects the Commercial Termination Option, then both the Landlord and Tenant shall enter into a termination of this Lease; such termination shall not impose any additional costs, obligations, or liabilities upon Tenant. The parties shall agree to execute such termination of this Lease no later than forty-five (45) calendar days subsequent to the date of Landlord’s Commercial Parcel Election. The failure to do so shall nevertheless result in a termination of the Lease. Thereafter, within thirty (30) calendar days following receipt of the Commercial Parcel Election, Tenant shall remove any personal property remaining upon the Property. For the avoidance of doubt, upon election of the Commercial Termination Option, this Lease shall only terminate with respect to the Property, and any other lease between the Landlord and any affiliate of Tenant shall continue in full force and effect with respect to the property leased pursuant to such other leases.

“20.3 Commercial Repositioning Option. If Landlord elects the Commercial Repositioning Option, then Tenant shall have the right to timely seek all approvals, permits and licenses deemed by Tenant to be necessary or advisable in connection with the development of the Property. Landlord agrees to execute all consents and other documents requested by Tenant in connection with seeking such approvals and to otherwise cooperate with Tenant in obtaining all licenses, platting and zoning approvals, and other permits and governmental approvals as may be necessary or required for the development of the Property in accordance with Tenant’s intended use.”

4. Counterparts. Landlord and Tenant hereby agree that this Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

5. Conflict and Ratification. In the event of any conflict between the terms of the Lease and the terms of this Amendment, the terms of this Amendment shall control. Except as amended and modified herein, the remaining terms and provisions of the Lease shall remain in full force and effect as originally set forth therein.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE(S).]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first set forth above.

**WITNESSES:**

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

**LANDLORD:**

**Howard Steinholz., as Co-Trustee under the Declaration of Appointment of Co-Trustee dated April 13, 2016 of the Tamarac Land Trust Agreement dated July 10, 2013**

By: \_\_\_\_\_  
Howard Steinholz, as Co-Trustee

**TENANT:**

**JKM TV C, LLC,**  
a Florida limited liability company

By: JKM Tamarac Village, LLC,  
a Florida limited liability company,  
its Manager

By: JKM Tamarac Village  
Capital, LLC, a Florida  
limited liability company,  
its Manager

By: \_\_\_\_\_  
Adam P. Freedman,  
Manager

Exhibit "A"

Legal Description of the Property

Parcels C-1 and C-2 of the Plat of Tamarac Village, recorded at Plat Book 183, Page 348, of the Official Records of Broward County, Florida.