

**THIRD AMENDMENT TO
SECOND AMENDED AND RESTATED MASTER LEASE AGREEMENT**

THIS THIRD AMENDMENT TO SECOND AMENDED AND RESTATED MASTER LEASE AGREEMENT (“Third Amendment”) is made and entered into as of this _____ day of _____, 2023 (the “**Effective Date**”) by and between **CITY OF CORAL GABLES**, a municipal corporation of Florida (hereinafter referred to as “**City**”), and **MERRICK PARK LLC**, a Maryland limited liability company, f/k/a Rouse Coral Gables, LLC (hereinafter referred to as “**Developer**”).

RECITALS

WHEREAS, City and Developer are parties to that certain Second Amended and Restated Master Lease Agreement dated July 10, 1997, as amended by that certain First Amendment to Second Amended and Restated Master Lease Agreement dated June 4, 2003, and that certain Second Amendment to Second Amended and Restated Master Lease Agreement dated January 19, 2023 (collectively, the “**Lease**”), whereby Developer agreed to lease from City certain premises (the “**Leased Property**”) located in the City of Coral Gables, Florida, as more particularly described in the Lease; and

WHEREAS, the Landlord and Tenant desire to modify the Lease upon and subject to the terms of this Third Amendment;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. **Incorporation of Recitals and Exhibits.** The foregoing Recitals are true and correct and are hereby incorporated into this Third Amendment by this reference.
2. **Defined Terms.** All capitalized and other terms used but not otherwise defined in this Third Amendment shall have the same meaning as set forth in the Lease.
3. **Parking.** The subsection titled “Parking” under Section 3.1 of the Lease is hereby amended by deleting the sixth sentence in such subsection and replacing it with the following sentence:

“If, in such notice, City requests that the spaces made available to a Licensee be covered spaces, exclusive to such Licensee, and specifically identified in the applicable License Agreement, then Developer will make good-faith requests of the parties to the COREA and each Subtenant whose consent may be required under its Sublease for their consents to such exclusive use and, if such consents are obtained, the License Agreement will include such provisions, as set forth in Exhibit “G”.

4. **Existing Parking Arrangements.** Developer agrees that any parking arrangements existing as of the date of this Third Amendment related to the use of the 400

parking spaces available to the City shall not be affected as a result of the modifications made to the Lease through this Third Amendment, with the understanding that the users of such spaces shall have the right to continue to use such spaces under any existing arrangements and shall not be required to enter into any License Agreement with respect to such existing parking arrangements.

5. **Conflict.** This Third Amendment shall amend the Lease as set forth herein. Any inconsistency or conflict between the Lease and this Third Amendment shall be governed by the terms of this Third Amendment.

6. **Broker.** Landlord and Tenant warrant and represent to the other that no real estate broker have been involved in connection with this Third Amendment. Landlord and Tenant further agree to indemnify each other, and hold each other harmless, from and against any and all claims of any real estate broker resulting from a breach of the foregoing warranty and representation.

7. **Ratification of Lease.** The parties hereto hereby ratify and confirm their respective covenants and obligations under the Lease, as incorporated herein and as amended hereby.

8. **Counterparts; Facsimile; E-Mail.** This Third Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall be deemed and shall constitute a single, integrated original document. For purposes of this Third Amendment, any signature transmitted by facsimile or e-mail (in pdf. or comparable format) shall be considered to have the same legal and binding effect as any original signature.

9. **Headings.** The section headings of this Third Amendment are for convenience only and are not intended, and shall not be construed to alter, limit, or enlarge in any way the scope or meaning of the language contained in this Third Amendment.

10. **Negotiations of Third Amendment.** The drafting and negotiation of this Third Amendment has been participated in by each of the parties, and for all purposes, therefore, this Third Amendment shall be deemed to have been drafted jointly by each of the parties.

11. **Time of the Essence.** Time is of the essence of this Third Amendment and with respect to each and every date set forth or provided for herein.

12. **Applicable Law.** This Third Amendment and any disputes arising hereunder shall be governed by and shall in all respects be construed in accordance with the laws of the State of Florida.

[Signatures On Following Page]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal the day and year first above written.

CITY:

CITY OF CORAL GABLES, a municipal corporation of Florida

By: _____

Name: _____

Title: _____

DEVELOPER:

MERRICK PARK LLC,
a Maryland limited liability company

By: _____

Name: _____

Title: _____