

FIFTH AMENDMENT TO AGREEMENT
TO ENTER INTO SUB-SUBLEASE

WHEREAS, the **CITY OF PEMBROKE PINES**, a Florida municipal corporation (the “City”) and **HG PINES, LLC**, a Florida limited liability company (“HG Pines”) entered into that certain Agreement to Enter into Sub-Sublease dated June 11, 2024 (the “Original Agreement”) concerning the lease of the real property located in Pembroke Pines, Broward County, Florida and further described in the Original Agreement (the “Property”); and

WHEREAS, the City and HG Pines entered into the First Amendment to the Agreement to Enter into Sub-Sublease to extend the due diligence period (“First Amendment”); and the City and HG Pines entered into the Second Amendment to the Agreement to Enter into Sub-Sublease to extend the due diligence period (“Second Amendment”); and the City and HG Pines entered into the Third Amendment to the Agreement to Enter into Sub-Sublease to extend the due diligence period (“Third Amendment”); and the City and HG Pines entered into the Fourth Amendment to the Agreement to Enter into Sub-Sublease to extend the due diligence period (“Fourth Amendment”)

NOW THEREFORE, City and HG Pines agree to further amend the Original Agreement as follows:

1. The Recitals are hereby ratified and confirmed.
2. The Review Period as defined in Section 8.1.1 of the Original Agreement, as amended, is hereby extended to December 1, 2025, and it is the intent of HG Pines and the City that all obligations of the parties required to be concluded by the expiration of the Review Period are hereby extended accordingly to December 1, 2025.
3. All other terms and provisions of the Original Agreement, as amended, not otherwise modified by this Fifth Amendment are hereby ratified and confirmed, and shall remain in full force and effect.
4. In the event of any inconsistencies between this Fifth Amendment and the Original Agreement, as amended, the provisions contained in this Fifth Amendment shall prevail. In any other respects, the Original Agreement, as amended remains unchanged. All capitalized terms used but not defined herein shall have the meaning assigned in the Original Agreement, as amended.

CITY OF PEMBROKE PINES

Charles F. Dodge, City Manager

Signed on _____, 2025

APPROVED AS TO FORM:

BY: _____

Print Name: _____

OFFICE OF THE CITY ATTORNEY

HG PINES, LLC

Elliott White

Elliott White, Manager

Signed on July 25th, 2025