

Recommended by: _____
 Department Director Date

Approved by: Shannon B. LaBocque 11/20/2006
 Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2006	2007	2008	2009	2010
Capital Expenditures	\$				
Operating Costs					
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$				

ADDITIONAL FTE
POSITIONS (Cumulative) _____

Is Item Included in Current Budget? Yes _____ No _____
Budget Account No.: Fund _____ Dept. _____ Unit _____ Object _____
Reporting Category _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

Elizabeth Gloese
OFMB 11/15/06
Don J. Jacob 11/16/06
Contract Dev. and Control
pm 11-15-06
11/16/06

B. Legal Sufficiency:

[Signature] 11/20/06
Assistant County Attorney
First Amendment and Assignment of
Use Agreement not signed at time of
CAB review.

This amendment complies with
our review requirements.

At the time of CAB
review, the Amendment
was not executed.

C. Other Department Review:

Department Director

Prepared by/Return to:
Michael E. Botos, P.A.
Edwards Angell Palmer & Dodge LLP
One North Clematis Street, Suite 400
West Palm Beach, FL 33401

FOURTH AMENDMENT TO DECLARATION OF EASEMENTS FOR OFF-SITE PARKING

THIS FOURTH AMENDMENT TO DECLARATION OF EASEMENTS FOR OFF-SITE PARKING ("Fourth Amendment") is made and executed as of the ____ day of _____, 2006, by and among **JUPITER STADIUM, LTD.**, a Florida limited partnership ("JSL"); **ARIES LAND ACQUISITION, LLC**, an Alabama limited liability company; and **PALM BEACH COUNTY**, a political subdivision of the State of Florida (the "County").

WITNESSETH:

WHEREAS, JSL, the County, and Abacoa Development Company, a Delaware corporation authorized to do business in the State of Florida ("Abacoa"), submitted the lands described in the attached **Exhibit 1** (the "Town Center") to the terms and conditions of the Declaration of Easements for Off-Site Parking dated December 26, 1996 and recorded in Official Records Book 9590, Page 1299, Public Records of Palm Beach County, Florida (the "Initial Declaration"), as amended by the First Amendment to Declaration of Easements for Off-Site Parking dated January 13, 1998 and recorded in Official Records Book 10200, Page 1296, Public Records of Palm Beach County, Florida (the "First Amendment"), as further amended by the Second Amendment to Declaration of Easements for Off-Site Parking dated February 3, 1998, and recorded in Official Records Book 10263, Page 1726, Public Records of Palm Beach County, Florida (the "Second Amendment"), as further amended by the Third Amendment to Declaration of Easements for Off-Site Parking dated November 16, 1999, and recorded in Official Records Book 11486, Page 859 (the "Third Amendment") (collectively with the Initial Declaration, the First Amendment, the Second Amendment and Third Amendment, the "Declaration"); and

WHEREAS, the Second Amendment included, as an exhibit thereto, that certain Parking Agreement dated February 3, 1998 (the "Parking Agreement") among JSL, Abacoa, North County Land Holdings, Ltd. ("Holdings"), and the County; and

WHEREAS, JSL, Holdings and the County have amended the Parking Agreement pursuant to the First Amendment to Parking Agreement dated November 16, 1999 and recorded in Official Record Book 11486, Page 868 of the Public Records of Palm Beach County, Florida,

a copy of which is attached as an exhibit to the Third Amendment (the "First Amendment to Parking Agreement"); and

WHEREAS, JSL, Aries and the County further amended the Parking Agreement pursuant to a certain Second Amendment to Parking Agreement of even date herewith, a copy of which is attached hereto as **Exhibit 2** (the "Second Amendment to Parking Agreement"); and

WHEREAS, Holdings acquired all of the lands that are subject to the Declaration and the Parking Agreement, and pursuant to a certain Assignment and Assumption of Declaration of Easements for Off-Site Parking and Parking Agreement dated as of November 2, 1999 and recorded in Official Record Book 12215, Page 109 of the Public Records of Palm Beach County, Florida, Abacoa assigned to Holdings all right, title and interest of Abacoa in and to the Declaration and the Parking Agreement, and Holdings assumed all obligations of Abacoa under the Declaration and the Parking Agreement; and

WHEREAS, Aries has acquired Holdings' interest in the Parking Agreement pursuant to an Assignment of Property Rights from Meditrust Mortgage Investments, Inc., a Delaware corporation recorded in Official Records Book 13784, Page 444 of the Public Records of Palm Beach County, Florida; and

WHEREAS, JSL, Aries and the County desire to further amend the Declaration to incorporate the Second Amendment to Parking Agreement and to make conforming changes to the Declaration.

NOW, THEREFORE, for and in consideration sum of Ten Dollars (\$10.00) and other good and valuable considerations, including the promises and covenants contained herein, the receipt and sufficiency of which is acknowledged by each of the parties hereto, the parties agree as follows:

1. The foregoing recitals are true and correct. All capitalized terms not otherwise defined herein shall have the meaning as defined in the Declaration, as amended, or in the Parking Agreement, as amended. Any conflict between the terms of this Fourth Amendment and the Declaration shall be resolved in favor of this Fourth Amendment, provided that any unmodified terms of the Declaration shall remain in full force and effect.

2. The Parking Agreement is modified by the Second Amendment to Parking Agreement, a copy of which is attached to this Fourth Amendment as **Exhibit 2**. All references in the Declaration to the Parking Agreement shall be deemed to refer to the Parking Agreement, as modified by the First Amendment to Parking Agreement and the Second Amendment to Parking Agreement.

3. The first line of Paragraph 3 of the Third Amendment to Declaration of Easements for Off-Site Parking is amended by deleting the words "Parking Agreement Amendment" and substituting the words "Parking Agreement, as amended".

4. Paragraph 6 of the Third Amendment to Declaration of Easements for Off-Site Parking is amended in its entirety to read as follows:

Pursuant to the Master Declaration of Covenants, Conditions and Restrictions for Abacoa Town Center dated May 10, 1999 and recorded in Official Record Book 11117, Page 1338 of the Public Records of Palm

Beach County, Florida, as amended (the "Master Declaration"), Abacoa Town Center Master Property Owners' Association, Inc., a Florida not-for-profit corporation (the "Town Center Master Association") is responsible for performance of all obligations of Aries under the Parking Agreement, as amended, in the event any such obligations are not performed by Aries, its successors or assigns, including, without limitation (i) payment of the "Management Fee" (as defined in the First Amendment to the Parking Agreement) and (ii) the "Maintenance Responsibilities" (as defined in the First Amendment to Parking Agreement), and such obligations of the Town Center Master Association will be enforceable by JSL and the County. In the event that the Town Center Master Association fails to perform such obligations, they will be the obligation of the owner or owners of the portion of the Town Center identified as "Tract TC6" of Abacoa Plat No. 1, according to the Plat thereof, as recorded in Plat Book 78, Page 145, of the Public Records of Palm Beach County, Florida ("Tract TC6"), and such obligations shall be a covenant running with Tract TC6.

5. This Fourth Amendment may be executed in any number of counterparts, each of which shall be an original, and all of which together shall constitute one and same instrument.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the date written below.

Signed, sealed and delivered
in the presence of:

JUPITER STADIUM, LTD., a Florida
limited partnership
By: JS Stadium, Inc., its general partner

Witness
Print Name: _____

By: *[Signature]*
Print Name: David Samson, President

Witness
Print Name: _____

Date: 11/14/06

STATE OF Florida
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 14th day of November, 2006 by David Samson, President of JS Stadium, Inc., general partner of Jupiter Stadium, Ltd., a Florida limited partnership, who is ☒ personally known to me, or who has ☐ produced _____ as identification.



[Signature]
Notary Public in and for the State and County aforesaid.
Commission Number: DD332798
My Commission expires: 10/22/08
Print Notary Name: LISA R. MILK


ARIES LAND ACQUISITION, LLC, an
Alabama limited liability company

Liz Bradley
Witness Liz Bradley
Print Name: _____
Rachel M. Galbicka
Witness _____
Print Name: Rachel M. Galbicka

By: _____
Print Name: A. David Carrillo
Vice President
Title: _____
Date: November 16, 2006

STATE OF FLORIDA
COUNTY OF PAUM BEACH

The foregoing instrument was acknowledged before me this 16th day of November, 2006 by
A. David Carrillo, the Vice President of Aries Land Acquisition, LLC, an
Alabama limited liability company, who is ☒ personally known to me, or who has ☐ produced
_____ as identification.

(seal) NOTARY PUBLIC-STATE OF FLORIDA
 Rachel Galbicka
Commission # DD493045
Expires: DEC. 26, 2009
Bonded Thru Atlantic Bonding Co., Inc.

Rachel Galbicka
Notary Public in and for the State and County aforesaid.
Commission Number: _____
My Commission expires: _____
Print Notary Name: Rachel M. Galbicka

PALM BEACH COUNTY, a political
Subdivision of the State of Florida

ATTEST:
SHARON R. BOCK, Clerk & Comptroller

By its BOARD OF COUNTY
COMMISSIONERS

Deputy Clerk

By: _____
Addie L. Greene, Chairperson

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: _____
Assistant County Attorney

By: _____
Department Director

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this _____ day of _____, 200__ by
Addie L. Greene, Chairperson of the Board of County Commissioners of Palm Beach County, a political subdivision
of the State of Florida, who is ☐ personally known to me, or who has ☐ produced
_____ as identification.

(seal)

Notary Public in and for the State and County aforesaid.
Commission Number: _____
My Commission expires: _____
Print Notary Name: _____

EXHIBIT 1

All of Tracts TC1 through TC5, inclusive, of Abacoa Plat No. 1, as recorded in Plat Book 78, Pages 145 through 163, inclusive, of the Public Records of Palm Beach County, Florida.

All of Abacoa Town Center Plat No. 1, as recorded in Plat Book 85, Pages 25 through 27, inclusive, of the Public Records of Palm Beach County, Florida.

All of Abacoa Town Center Plat No. 2, as recorded in Plat Book 86, Pages 83 through 85, inclusive, of the Public Records of Palm Beach County, Florida.

EXHIBIT 2
Second Amendment to Parking Agreement

Prepared by/Return to:
Michael E. Botos, P.A.
Edwards Angell Palmer & Dodge LLP
One North Clematis Street, Suite 400
West Palm Beach, FL 33401

SECOND AMENDMENT TO PARKING AGREEMENT

THIS SECOND AMENDMENT TO PARKING AGREEMENT ("Amendment") is made and executed as of the ____ day of _____, 2006, by and among **JUPITER STADIUM, LTD.**, a Florida limited partnership ("JSL"); **ARIES LAND ACQUISITION, LLC**, an Alabama limited liability company ("Aries"); and **PALM BEACH COUNTY**, a political subdivision of the State of Florida (the "County").

WITNESSETH:

WHEREAS, JSL, North County Land Holdings, Ltd. ("Holdings"), the County and Abacoa Development Company, a Delaware corporation authorized to do business in the State of Florida ("Abacoa"), entered into that certain Parking Agreement dated February 3, 1998, recorded in Official Record Book 10263, Page 1741, as amended by the First Amendment to Parking Agreement dated November 16, 1999 recorded in Official Record Book 11486, Page 868 (the "First Amendment to Parking Agreement") both of the Public Records of Palm Beach County, Florida (collectively, the "Parking Agreement"); and

WHEREAS, Holdings acquired all of the lands subject to the Parking Agreement, and pursuant thereto, Abacoa assigned to Holdings all right, title and interest of Abacoa in and to the Parking Agreement, and Holdings assumed all obligations of Abacoa under the Parking Agreement pursuant to that certain Assignment and Assumption of Declaration of Easements for Off-Site Parking and Parking Agreement dated as of November 2, 1999 recorded in Official Record Book 12215, Page 109 of the Public Records of Palm Beach County, Florida; and

WHEREAS, Aries has succeeded to the interest of Holdings under the Parking Agreement pursuant to an Assignment of Property Rights from Meditrust Mortgage Investments, Inc., a Delaware corporation, dated March 27, 2002 and recorded in Official Records Book 13784, Page 444 of the Public Records of Palm Beach County, Florida; and

WHEREAS, Florida Atlantic University ("FAU") succeeded to the interest of Florida Atlantic University Foundation ("FAUF") under the FAU Agreement as identified in the First Amendment to Parking Agreement, pursuant to the First Amendment and Assignment to Use Agreement dated the ____ day of _____, 2006 by and between FAUF, FAU, and Aries (the "First Amendment to the FAU Agreement"); and

WHEREAS, JSL, Aries and the County wish to amend the Parking Agreement to conform to the terms of the First Amendment to the FAU Parking Agreement, all as more specifically set forth herein.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars and other good and valuable considerations, including the promises and covenants contained herein, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, the parties agree as follows:

1. **RECITALS**. The foregoing recitals are true and correct. All capitalized terms not otherwise defined herein shall have the same meaning as defined in the Parking Agreement. Any conflict between the terms of this Second Amendment and the Parking Agreement shall be resolved in favor of this Second Amendment, provided that any unmodified terms of the Parking Agreement shall remain in full force and effect. Unless otherwise indicated herein, all references to "Paragraphs" shall mean the corresponding numbered paragraphs and lettered subparagraphs in the Parking Agreement.

2. Paragraph 3 of the First Amendment to Parking Agreement is deleted in its entirety and replaced with the following provision:

3. **FAU AGREEMENT**. Aries has entered into a certain agreement with FAU Foundation executed by FAU Foundation dated March 27, 2002, as amended by the First Amendment to the FAU Agreement (collectively, the "FAU Agreement"), which FAU Agreement superceded and replaced that certain Use Agreement between FAUF and Holdings dated October 11, 1999. The rights of Aries under the FAU Agreement are enforceable by JSL and the County as third party beneficiaries thereof. The duration of the FAU Agreement shall be for a term of twenty (20) years with two (2) extension option terms of five (5) years each. The FAU Agreement includes the requirement that Aries pay or cause to be paid to FAU (the "Relocation Fee") upon Aries' election to utilize the Relocated Site.

3. Paragraph 4 of the First Amendment to Parking Agreement is hereby deleted in its entirety, and the terms of the First Amendment to the FAU Agreement, a copy of which is attached hereto as Exhibit A, are incorporated herein by reference. Hereafter, the "FAU Parking Area", as defined in the First Amendment to Parking Agreement, shall mean the location of the Relocated Site as identified in the First Amendment to the FAU Agreement.

4. The first sentence of Paragraph 6 (e) of the First Amendment to Parking Agreement is deleted in its entirety and replaced with the following language:

Notwithstanding the foregoing paragraphs of this Paragraph 6, until the Relocation Fee has been paid (as defined in the First Amendment to the FAU Agreement) and the FAU Spaces are available for Facility Use (collectively, the "Availability Conditions"), the FAU Spaces will not be treated as Available Facility Spaces for purposes of reduction of the obligation to provide the Parking Easement and the Off Site Parking

Spaces to the County and JSL (as provided in Section 2.8 of the Declaration).

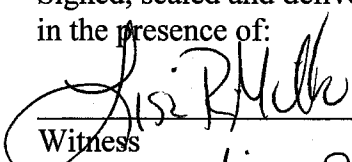
5. Aries agrees that:

- a. at all times it shall fully and timely comply with its obligations pursuant to the FAU Agreement, and that any default thereunder shall be, at JSL's or the County's option, declared a default by Aries under this Amendment; and
- b. The FAU Agreement, as amended, shall not be further modified in any manner which, in the reasonable judgment of JSL and the County, shall materially and adversely affect the third party beneficiary rights of JSL or the County, without the prior written consent of JSL and the County, which consent shall not be unreasonably withheld or delayed.

6. This Amendment may be executed in any number of counterparts, each of which shall be original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the date written below.

Signed, sealed and delivered
in the presence of:

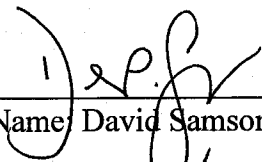


Witness
Print Name: Lisa R. Milk

Witness
Print Name: _____

JUPITER STADIUM, LTD., a Florida
limited partnership

By: JS Stadium, Inc., its general partner

By: 

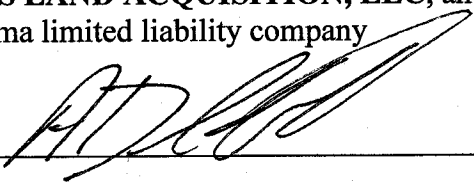
Print Name: David Samson, President

Date: 11/14/04

[signatures continue on following page]

Liz Bradley
Witness
Print Name: Liz Bradley
Rachel M. Galbicka
Witness
Print Name: Rachel M. Galbicka

**ARIES LAND ACQUISITION, LLC, an
Alabama limited liability company**

By: 
Print Name: A. David Carrillo
Title: Vice President
Date: November 16, 2006

[signatures continue on following page]

**PALM BEACH COUNTY, a political
Subdivision of the State of Florida**

ATTEST:
SHARON R. BOCK, Clerk & Comptroller

**By its BOARD OF COUNTY
COMMISSIONERS**

Deputy Clerk

By: _____
Addie L. Greene, Chairperson

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND
CONDITIONS**

By: 
Assistant County Attorney

By: 
Department Director

Final (11/14/06)

FIRST AMENDMENT AND ASSIGNMENT TO USE AGREEMENT

This First Amendment and Assignment to Use Agreement (this "Amendment"), dated as of _____, 2006 ("Effective Date") is by and between Florida Atlantic University Foundation, Inc., a not for profit corporation incorporated under the laws of the State of Florida ("FAUF"), the Florida Atlantic University Board of Trustees, a public body corporate of the State of Florida ("FAU") and Aries Land Acquisition, LLC, an Alabama limited liability company ("Aries").

WHEREAS, FAUF and Aries entered into a Use Agreement (the "Agreement") dated March 27, 2002, regarding Aries access to parking spaces at the Florida Atlantic University John D. MacArthur Campus in the Abacoa development; and

WHEREAS, FAUF now desires to assign its interests in the Agreement to FAU and FAU now desires to assume all of FAUF's interests in the Agreement; and

WHEREAS, the parties hereto further desire to make certain modifications to the Agreement, pursuant to the terms and conditions set forth in this Amendment.

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

1. As of the Effective Date and with the consent of Aries, FAUF hereby assigns, transfers and sets over to FAU all of FAUF's rights, obligations and interests in and to the Agreement and FAU hereby accepts and assumes of all FAUF's rights, obligations and interests in the Agreement. From and after the Effective Date, FAUF is released of any further rights, obligations or interests in the Agreement. FAU further agrees to release FAUF from any claims, demands or liabilities, known or unknown, arising from FAUF's rights, obligations or interests in the Agreement.

2. (A) Paragraph 1 of the Agreement is hereby amended to relocate the site to the parcel containing not less than 500 paved parking spaces depicted on Exhibit A attached to this Amendment ("Relocated Site"). The use of approximately 3.9 acres as depicted in Exhibit A attached to the Agreement ("Original Site") is hereby deleted and shall be of no further force or effect. Hereafter, any reference to the "site" shall mean the Relocated Site, except to the extent such reference to the "site" relates to any obligations or liabilities of the parties with respect to the Original Site that arose before the Effective Date. If Aries desires to use the Relocated Site for parking, then Aries will (i) deliver a written notice (the "Commencement Notice") to FAU, and (ii)(a) if the Commencement Notice is delivered to FAU on or before June 1, 2011, cause to be paid to FAU a one-time, non-refundable fee of Five Hundred Thousand and 00/100 Dollars (\$500,000.00) (the "Relocation Fee") to reimburse FAU for certain costs of relocating the Original Site to the Relocated Site under this Paragraph 2; or (b) if the Commencement Notice is delivered after June 1, 2011, cause to be paid to FAU the Relocation Fee, which beginning with June 2, 2011 and on each anniversary thereof during the term of the Agreement, shall be increased by three percent (3%) each year, to reimburse FAU for certain costs of relocating the Original Site to the Relocated Site under this Paragraph 2. For example, if Aries elects to deliver the Commencement Notice on May 15, 2013, the Relocation Fee shall increase by six percent (6%) and shall be Five Hundred Thirty Thousand and 00/100 Dollars (\$530,000.00).

(B) Aries will pay the Relocation Fee to FAU within thirty (30) days following delivery of the Commencement Notice. If Aries elects to deliver the Commencement Notice, Aries shall do so prior to June 1 of any calendar year and Aries' rights to use the Relocated Site shall not commence until the start of the Spring baseball training season for the calendar year immediately following the calendar year in which the Commencement Notice was tendered. If Aries does not elect to deliver the Commencement Notice, then the Relocation Fee will not be due or payable to FAU.

3. The third sentence of Paragraph 2 of the Agreement is hereby deleted in its entirety and replaced with the following: "Aries or Jupiter Stadium Ltd. shall give FAU notice of all dates of use at least three (3) months in advance." The last sentence of Paragraph 2 of the Agreement is hereby deleted in its entirety and replaced with the following: "Aries shall not have access to the site for parking at any time that there is no insurance in effect which is acceptable to FAU."

4. Paragraph 6 of the Agreement is hereby deleted in its entirety and replaced with the following: "Aries shall not make any changes to the site without obtaining the prior, express, written approval of FAU. FAU shall consider a reasonable request by Aries for the placement of temporary directional signs, at Aries sole cost and expense, the appearance and location of which shall be subject to FAU approval."

5. The last two sentences of Paragraph 8 are hereby deleted in their entirety and replaced with the following: "Vehicular and pedestrian ingress and egress to the site shall be provided from Parkside Driveway and along the western boundary of the site as depicted on Exhibit A attached hereto. Further pedestrian access from the site shall be provided through the FAU campus on the main north-south sidewalk located west of MC03 as depicted on Exhibit A. FAU reserves the right, in its reasonable discretion and subject to the reasonable approval of Jupiter Stadium, Ltd., to modify pedestrian access through the FAU campus should such access cause material disruption to the operation of FAU or to its students, faculty or staff."

6. Paragraph 13 of the Agreement is hereby deleted in its entirety.

7. FAU shall have the responsibility for making the site available for Aries' exclusive use for all Spring training games and the additional stadium event days permitted under this Agreement. FAU further agrees to provide its existing lighting facilities for the site and the pedestrian access areas through the FAU campus for evening or night events permitted under the Agreement.

8. The notice addresses pertaining to Jupiter Stadium, Ltd. set forth in Paragraph 21 of the Agreement are hereby amended by deleting the fourth sentence in its entirety and replacing it with the following: "As to Jupiter Stadium, Ltd., notice shall be given to Jupiter Stadium, Ltd., 4751 Main Street, Jupiter, Florida 33458, Attn: Stadium Manager, with a copy to Florida Marlins, 2267 Dan Marino Blvd, Miami, Florida 33056, Attn: Claude DeLorme, and Frederick O. Hanser, Chairman, St. Louis Cardinals, L.P., Busch Stadium, 100 S. 4th Street, St. Louis, MO 63102."

9. As of the date hereof, to the best of their respective knowledge and beliefs, neither Aries nor FAUF is in default under the Agreement, nor does Aries, FAU or FAUF have any knowledge of the existence of any event which, with the giving of

notice, the passage of time, or both, would constitute a default by Aries or FAUF under the Agreement. As of the date hereof, to the best of their respective knowledge and beliefs, there are no claims, offsets, counterclaims or defenses of Aries or FAUF, or their respective successors or assigns, with respect to the Agreement. As of the date hereof, to the best of FAUF's knowledge and belief, all monetary obligations of Aries under the Agreement (except those set forth in Paragraph 2 above) have been fully paid.

10. Except as specifically modified by this Amendment, all other provisions of the Agreement shall remain in full force and effect and shall be binding upon the parties in accordance with their terms.

11. Each of the parties to this Amendment warrants and represents that the individual executing this Amendment has the authority to execute this Amendment on behalf of such party and to bind the party to the terms and conditions contained herein.

12. This Amendment may be signed by the parties hereto in counterparts, and, taken together, shall constitute one and the same Amendment.

13. The Agreement, as amended herein, shall not be further modified in any manner which, in the reasonable judgment of Jupiter Stadium, Ltd., shall materially and adversely affect the third party beneficiary rights of Jupiter Stadium, Ltd. without the prior written consent of Jupiter Stadium, Ltd., which consent shall not be unreasonably withheld or delayed.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS OF THE FOREGOING, the parties have signed this Amendment effective as of the date first set forth above.

**FLORIDA ATLANTIC UNIVERSITY
FOUNDATION, INC.**

By: _____
Name: _____
Title: _____
Date: _____

**FLORIDA ATLANTIC UNIVERSITY
BOARD OF TRUSTEES**

By: _____
Name: _____
Title: _____
Date: _____

ARIES LAND ACQUISITION, LLC,
an Alabama limited liability company

By: ARIES LAND HOLDINGS, LLLP
a Florida limited liability limited
partnership, sole member of Aries
Land Acquisition, LLC

By: ARIES LAND EQUITY GP, LLC,
a Florida limited liability company,
general partner of Aries Land
Holdings, LLLP

By: _____
A. David Carrillo, Vice President
Date: _____

