

SECOND AMENDMENT TO REVOCABLE LICENSE

This Second Amendment to Revocable License ("***Second Amendment***") is dated to be effective as of the 27th day of January, 2025, and entered into by and between the CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida, whose principal address is 101 N. E. 3rd Avenue, Suite 2100, Fort Lauderdale, Florida, 33301 ("***City***"), and THE LAS OLAS HOLDING COMPANY, INC., whose principal address is 600 Sagamore Road, Fort Lauderdale, Florida 33301 (hereinafter "***Licensee***").

Background

WHEREAS, the City and Licensee entered into that certain Revocable License dated November 25, 2019, (CAM Number 19-1119), as recorded under Instrument Number 116301277 of the Public Records of Broward County, Florida (as supplemented, amended or modified from time to time, collectively, the "***Revocable License***"), pertaining to the Premises, as such Premises are further described in the Revocable License; and

WHEREAS, the City and Licensee entered into that First Amendment to Revocable License ("***First Amendment***") for the purpose of extending the term of the Revocable License; and

WHEREAS, the City, Licensee and Las Olas Parking Solutions LLC ("***Solutions***") entered into a Memorandum of Understanding ("***Memorandum of Understanding***") in which Solutions agreed to provide trash facilities services and to undertake construction of new trash facilities on the Premises; and

WHEREAS, the City and Licensee desire to enter into this Second Amendment for the purpose of extending the term of the Revocable License.

Agreement

NOW, THEREFORE, in consideration for the covenants and conditions of this Second Amendment and for other good and valuable consideration, the receipt and sufficiency of which are hereby conclusively acknowledged, City and Licensee agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein as a material part hereof.
2. **Defined Terms.** All undefined capitalized terms used herein shall have the same meanings as defined in the Revocable license.
3. **Term.** The Term of the Revocable License is extended an additional five (5) years commencing on November 26, 2024 and ending on the earlier of (i) the date the Construction Notice (as defined in Section 3(i) of the Memorandum of Understanding) is delivered to Licensee, or (ii) November 25, 2029. To the extent in conflict with the First Amendment, this Second Amendment shall control. This Amendment shall be effective as of January 27, 2025.
4. **Ratification of Revocable License; Counterparts.** All other provisions of the Revocable License shall remain unchanged and in full force and effect. The City and Licensee do hereby ratify and confirm the Revocable License, as modified herein. This Second Amendment may be signed in counterparts, each of which shall be deemed an original, all of which together shall constitute one complete agreement.


5. **Conflict.** If any of the provisions of this Second Amendment conflict with the Revocable License, then this Second Amendment shall control.
6. **Effectiveness.** This Second Amendment shall not be effective until it is executed by, and delivered to, both City and Licensee.
7. **Authority.** The City and Licensee each warrant to the other that the person or persons executing this Second Amendment on its behalf has or have authority to do so and that such execution has fully obligated and bound such party to all terms and provisions of this Second Amendment.
8. **Assignment.** Licensee acknowledges that the City may assign the Revocable License to Las Olas Parking Solutions LLC, and upon assignment of the Revocable License to Solutions, Licensee acknowledges that City shall be released from any and all liability, covenants, conditions duties and financial obligations arising after the date of the assignment under the Revocable License or any subsequent agreements between Solutions and Licensee. The City shall not be obligated to prorate and credit to Solutions any payments made by Licensee to City under the Revocable License prior to the assignment. Licensee shall not be released from liability to the City for matters arising prior to the date of the Assignment. The City disclaims any consent to, or approval of the business terms and conditions of the Revocable License as negotiated by and between Licensee and Solutions.

[Signature Pages to Follow]

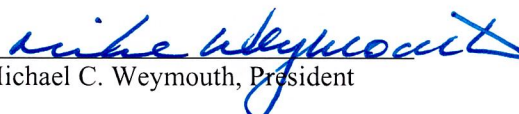
IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Revocable License on the dates set forth below.


LICENSEE

WITNESSES:


Ana Maria Santiago
[Witness Print Name]


LAS OLAS HOLDING COMPANY, INC., a foreign for-profit company


Michael C. Weymouth, President


Doris Nelson
[Witness Print Name]

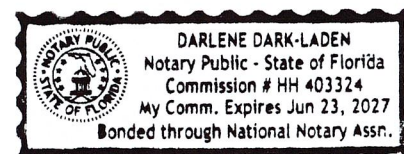
STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 6 day of February, 2025, by Michael C. Weymouth, as President of Las Olas Holdings Company, Inc., a foreign for-profit company on behalf of Las Olas Holdings Company, Inc.



Notary Public signature

Darlene Dark-Laden
Name of Notary Typed, Printed or Stamped



Personally Known ✓ OR Produced Identification _____

Type of Identification Produced _____

[AS TO CITY]

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

WITNESSES:

Donna Varisco
Donna Varisco
[Witness Print Name]

CAROL MITCHELL
CAROL MITCHELL
[Witness Print Name]

CITY OF FORT LAUDERDALE,
a municipal corporation of the State of Florida

By: Susan Grant
Susan Grant, Acting, City Manager

ATTEST:

David R. Soloman
David R. Soloman, City Clerk



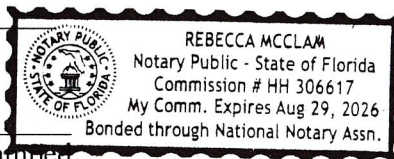
APPROVED AS TO FORM AND
CORRECTNESS:
D'Wayne M. Spence, Interim City Attorney

By: Lynn Solomon
Lynn Solomon, Assistant City Attorney

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before of ☒ physical presence or ☐ online notarization, this 11th day of February, 2025, by Susan Grant, Acting City Manager of the City of Fort Lauderdale, a municipal corporation of Florida. She is ☒ personally known or ☐ has produced identification _____.

Rebecca McClam
Notary Public, State of Florida



Name of Notary Typed, Printed or Stamped