

### THIRD AMENDMENT TO AGREEMENT

This Third Amendment entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, shall amend that Agreement (the "Agreement") dated February 10, 1965, by and between:

THE CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida, hereinafter referred to as the "Lessor",

and

INTERNATIONAL SWIMMING HALL OF FAME, INC., formerly known as SWIMMING HALL OF FAME, INC., a Florida non-profit corporation, hereinafter referred to as the "Lessee".

Whereas, the parties entered into an Agreement dated February 10, 1965 (the "Agreement"), which Agreement expired as of February 9, 2015. Said Agreement was amended on or around 1990 or 1991 and on September 10, 1991;

Whereas, said Agreement authorized and permitted Lessee to operate a Swimming Hall of Fame Museum and Shrine on the Lessor's Swimming Hall of Fame Complex (the "Premises");

Whereas, neither parties intends to extend the term of the Agreement for another fifty years (50) as provided in the Agreement;

Whereas, the parties agree to extend the terms and conditions of the Agreement, except as modified herein.

Now therefore, in consideration of the promises set forth herein and other reasonable consideration, the parties hereby agree as follows.

1. **Recitals**. The Recitals are true and correct and are incorporated herein.
2. **Renewal**. The terms and conditions of the Agreement, as amended, are hereby extended and shall have an Effective Date of February 10, 2015.
3. **Month to Month**. Lessor consents and agrees that Lessee may occupy the Premises on a month to month basis under the terms, conditions, duties and obligations under the Agreement, as amended.
4. **Vacation**. Lessee agrees to vacate the Premises within thirty (30) days after receiving written notice from Lessor that the Agreement, as amended, is terminated and Lessee shall deliver possession of the Premises to Lessor.
5. **Modification**. Unless modified herein, all other terms and conditions of the Agreement, as amended, remain unchanged.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, this the \_\_\_\_ day of \_\_\_\_\_, 2015.

LESSOR

CITY OF FORT LAUDERDALE

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_

John P. "Jack" Seiler, Mayor

\_\_\_\_\_  
[Witness print/type name]

\_\_\_\_\_

Lee R. Feldman, City Manager

\_\_\_\_\_  
[Witness print/type name]

ATTEST:

\_\_\_\_\_

Jonda K. Joseph, City Clerk

Approved as to form:

\_\_\_\_\_

Lynn Solomon, Assistant City Attorney

LESSEE

INTERNATIONAL SWIMMING HALL OF FAME, INC., formerly known as SWIMMING HALL OF FAME, INC., a Florida non-profit corporation

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
[Witness print/type name]

\_\_\_\_\_  
[Print/type name and title]

(CORPORATE SEAL)

ATTEST:

\_\_\_\_\_

Secretary

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2015, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_

INTERNATIONAL SWIMMING HALL OF FAME, INC., formerly known as SWIMMING HALL OF FAME, INC., a Florida non-profit corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

(SEAL)

\_\_\_\_\_  
Notary Public, State of Florida (Signature of  
Notary Taking Acknowledgment)

\_\_\_\_\_  
Name of Notary Typed, Printed or Stamped

My Commission Expires:

\_\_\_\_\_  
Commission Number