

## SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT (this "Amendment") is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2022 (the "Effective Date"), by and between MJDC AOA, LLC, a Florida limited liability company ("Landlord"), and BANK OF AMERICA, NATIONAL ASSOCIATION, a national banking association ("Tenant").

### WITNESSETH:

WHEREAS, Landlord and Tenant entered into that certain Lease Agreement dated June 20, 2012, as amended by that certain Amendment to Lease dated March 18, 2013 (collectively, the "Lease"), pursuant to which Landlord leases to Tenant approximately 2,355 rentable square feet of space, together with the remote drive-up ATM area and a bypass lane (as more particularly described in the Lease, the "Premises") located at 570 N.W. 7th Avenue, Fort Lauderdale, Florida; and

WHEREAS, the current term of the Lease is scheduled to expire on March 31, 2023; and

WHEREAS, Landlord and Tenant have agreed to renew the Lease for a period of five (5) years, and Landlord and Tenant have agreed to make certain other modifications to the Lease, all as more particularly set forth below.

NOW THEREFORE, in consideration of the promises and covenants of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lease is hereby modified and amended, and the parties mutually agree as follows:

1. Recitals. The recitals set forth above are true and correct and are incorporated herein by reference.
2. Definitions. Any and all capitalized terms used but not otherwise defined in this Amendment will have the meanings ascribed to such terms in the Lease.
3. Renewal Term. The Lease is hereby amended to reflect that the Term thereof is extended for an additional consecutive period of five (5) years (the "Renewal Term"), commencing on April 1, 2023 (the "Renewal Commencement Date"), and expiring at 11:59 p.m. on March 31, 2028, upon the same terms and conditions set forth in the Lease, as modified by this Amendment.
4. Basic Monthly Rent. During the first year of the Renewal Term, Tenant shall pay Basic Monthly Rent to Landlord in the amount of \$8,242.50 on or before the first (1st) day of each calendar month. The Basic Monthly Rent shall increase by three percent (3%) annually on each anniversary of the Renewal Commencement Date.
5. Renewal Option. The Lease is hereby amended to reflect that Tenant, by written notice given no later than six (6) months prior to the expiration of the Renewal Term, shall have the right to further extend the Term for one (1) additional consecutive period of five (5) years (the "Second Renewal Term") at Tenant's sole discretion. The Second Renewal Term shall be upon all of the terms and conditions of the Lease, as amended hereby, including the three percent (3%) annual increase in Basic Monthly Rent, so that the Basic Monthly Rent to be paid by Tenant during the first year of the Second Renewal Term shall be \$9,555.25, which shall increase by three percent (3%) annual on each anniversary of the date on which the Second Renewal Term commences. The renewal option set forth in this Paragraph 6 Section 6 supersedes and replaces the options outlined in Sections 1.9(d) and 4.4 of the Lease.

6. Notices; Addresses for Receipt of Notices. Effective immediately, Section 1.14 of the Lease is amended by replacing Landlord's and Tenant's addresses for notices with the following:

Landlord:

Via certified mail or  
overnight courier to:

MJDC AOA, LLC  
9 N.W. 4<sup>th</sup> Avenue  
Dania Beach, Florida 33004

Via email to:

regaltrce@aol.com

With a copy to:

Sean F. Jones, Esq.  
P. O. Box 41  
Fort Lauderdale, Florida 33302

Via email to:

[seanfjones@aol.com](mailto:seanfjones@aol.com)

Tenant:

Via certified mail or  
overnight courier to:

Bank of America, National Association  
100 N. Tryon Street  
Mail Code NC1-007-25-50  
Charlotte, North Carolina 28255  
Property ID: FL6-511

Via email to:

[notice@bofa.com](mailto:notice@bofa.com) using the  
Subject: Property ID: FL6-511

In addition, Article 23 of the Lease is hereby amended to provide that any notices to be given pursuant to the Lease may be sent via a nationally recognized overnight courier service, in addition to the delivery methods set forth in the Lease; and that notices may be delivered via electronic mail, provided that any notification by electronic mail shall be accompanied by a notice sent by either nationally recognized overnight courier service, or United States mail, postage fully prepaid, registered or certified mail, by no later than the following business day.

7. Economic Sanctions Compliance. Landlord represents that neither Landlord nor any of its subsidiaries nor, to the knowledge of Landlord, any director, officer, employee, agent, affiliate or representative of Landlord nor any third party to whom Landlord directs Tenant to make any payments required by the Lease, is an individual or entity ("Person") currently the subject of any sanctions administered or enforced by the United States Department of Treasury's Office of Foreign Assets Control ("OFAC"), or other relevant sanctions authority (collectively, "Sanctions"), nor is Landlord located, organized, or resident in a country or territory that is the subject of Sanctions; and Landlord represents and covenants that it has not knowingly engaged in, is not now knowingly engaged in, and shall not engage in, any dealings or transactions with any Person, or in any country or territory, that is the subject of Sanctions. Landlord hereby agrees to indemnify, defend, and hold Tenant harmless from and against any and all claims, losses, and damages (including attorneys' fees and costs) arising from or related to any breach of the foregoing

representations. Notwithstanding anything to the contrary in the Lease, if at any time during the term of the Lease as it may be extended, Tenant obtains knowledge that any representation made by Landlord pursuant to this Section is untrue, inaccurate, or incorrect, Landlord acknowledges that Tenant shall be required to place all payments due to Landlord under the Lease to a blocked account until such time as Tenant receives a waiver from the relevant sanctions authority allowing for payments to be made directly to Landlord. Landlord shall provide Tenant with at least thirty (30) days prior notice of any assignment or transfer of the Lease, which notice shall include the transferee's name, address, tax identification number, state and country of formation.

8. Employee Representation. Landlord represents and warrants that neither Landlord, nor any member, manager, officer, director, or employee of Landlord, is an employee of Tenant, or a spouse, domestic partner or dependent child of an employee of Tenant, and that no officer, director, or employee of Tenant, and no spouse, domestic partner or dependent child of any officer, director, or employee of Tenant, has a controlling interest in the Premises or in the Landlord entity.
9. Digital Images. The parties agree to accept a digital image of the Lease and all amendments thereto, including this Amendment, as executed, as true and correct originals and admissible as best evidence for the purposes of State law, Federal Rule of Evidence 1002, and like statutes and regulations.
10. Commission. Landlord and Tenant acknowledge that Jones Lang LaSalle Americas, Inc. ("Tenant's Broker") has acted as Tenant's real estate agent for this transaction, and that Landlord has not engaged a real estate agent for this transaction. Tenant shall be responsible for any commissions due Tenant's Broker in accordance with a separate written agreement between Tenant and Tenant's Broker. Landlord and Tenant each represents and warrants to the other that, other than Tenant's Broker, neither Landlord nor Tenant has dealt with any real estate broker, salesperson, or finder in connection with this Amendment, and no such person initiated or participated in the negotiation of this Amendment. Landlord and Tenant agree to indemnify, defend and hold each other harmless from and against any and all liabilities, claims, commissions, fees and other costs (including without limitation reasonable attorney fees) arising out of a breach of the foregoing representations.
11. Subordination and Non-Disturbance. Landlord hereby represents and warrants to Tenant that as of the Effective Date of this Amendment: (a) there are no mortgages, deeds of trust, or other security instruments that constitute a lien or charge on the whole or any portion of the Building or the Project, other than the reversionary interest held by the City of Fort Lauderdale (the "City") pursuant to that certain Land Disposition, Development and Management Agreement dated February 5, 2008, as amended from time to time (the "Development Agreement"); and (b) there are no ground or underlying/superior leases covering the whole or any portion of the Building and/or the Project. Landlord further represents and warrants to Tenant that the Subordination, Non-Disturbance and Attornment Agreement (the "Existing SNDA") dated as of July 9, 2012, by and between Landlord, Tenant, and the City, as recorded in the Official Records Book 49331, at Page 335 of the Public Records of Broward County Florida, is current and in full force and effect, and there exists no default nor state of facts which with notice, lapse of time or both, could ripen into a default on the part of Landlord thereunder. In accordance with Section 3 of the Existing SNDA, the City's consent is required with respect to any amendment or modification of the Lease. Accordingly, Landlord shall obtain the City's written consent to this Amendment (evidenced by the City's signature appended hereto) simultaneously with Landlord's execution hereof, or in no event more than thirty (30) days after the full execution of this Amendment. Furthermore, Landlord shall provide Tenant with written notice of any future grant of a security interest in the Building and/or the Project and shall likewise provide Tenant with a commercially reasonable non-

disturbance agreement or SNDA from any such future mortgagee (reasonably acceptable to Landlord, Tenant and such mortgagee) within thirty (30) days after Landlord's grant of such security interest. In the absence of such SNDA, the Lease will not be deemed to be subordinate to the lien of such mortgage or other financing. There shall be no charge to Tenant for any SNDA provided in accordance with this Section.

12. Authority. Landlord and the person signing this Amendment on Landlord's behalf represent and warrant to Tenant that (a) Landlord is the sole owner in fee simple of the Premises; (b) Landlord has full right and authority to execute and perform its obligations under the Lease as amended hereby; (c) Landlord is, and since the date of its respective formation has been, duly organized, validly existing and in good standing with full power and authority to own its assets and conduct its business, and is duly qualified and in good standing in all jurisdictions in which the ownership or leasing of its property or the conduct of its business requires such qualification; (d) the person signing this Amendment on Landlord's behalf is duly authorized to execute this Amendment on Landlord's behalf without further consent or approval by anyone; and (e) except as otherwise expressly provided in Section 11 above, there are no ground leases, mortgages, or deeds of trust presently encumbering the Premises, and no third-party approval or consent (such as, without limitation, a mortgagee, trustee or ground lessor) is required as a condition to the full force and effectiveness of this Amendment. Landlord shall deliver to Tenant promptly upon request all documents reasonably requested by Tenant to evidence the foregoing.

Likewise, Tenant represents and warrants to Landlord that (x) Tenant, and the person signing this Amendment on Tenant's behalf, has full right and authority to execute and perform their obligations under the Lease, as amended hereby; (y) Tenant is duly organized under a charter issued by the United States of America, and it has full power and authority to own its assets and conduct its business in the State of Florida; and (z) Tenant (and the person(s) signing this Amendment on Tenant's behalf), represents and warrants to Landlord that such person(s) are duly authorized to execute this Amendment on Tenant's behalf without further consent or approval by anyone.

13. RADON GAS. RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY HEALTH DEPARTMENT.
14. Entire Agreement. This Amendment is the entire agreement of the parties regarding modifications to the Lease provided herein, it supersedes all prior agreements and understandings regarding such subject matter, it may be modified only by a writing executed by the party against whom the modification is sought to be enforced, and it shall burden and benefit the parties and their respective successors and assigns. No third parties are intended to be benefitted by the Lease or this Amendment.
15. Ratification of Lease Terms. All terms and conditions of the Lease, as expressly amended pursuant to the terms of this Amendment, shall remain unchanged and in full force and effect and are hereby ratified and confirmed by Landlord and Tenant. The terms of this Amendment shall control over any conflicts between the terms of the Lease and the terms of this Amendment.

16. Counterparts and PDF Signatures. This Amendment may be executed in any number of counterparts with the same force and effect as if all signatures were appended to one document, each of which shall be deemed an original. Execution and delivery of this Amendment by portable document format (“PDF”) copy bearing the PDF signature of any party hereto shall constitute a valid and binding execution and delivery of this Amendment by such party. Such PDF copies shall constitute enforceable original documents.
17. Confidentiality; Non-Disclosure. Landlord and Tenant hereby acknowledge and agree that the contents of the Lease, as modified by this Amendment (including any review and inspection materials or other inspection reports related to the Premises, and/or any proprietary information related to Landlord’s or Tenant’s business operations, collectively, the “Confidential Information”) and any subsequent amendments thereto are confidential information and shall not be discussed, disclosed, or published other than with or to any employees, auditors, agents, accountants, brokers, consultants, and/or attorneys who need to know it and who are directed to comply with this confidentiality covenant. Notwithstanding the foregoing or any provision in this Amendment to the contrary, the Confidential Information may also be disclosed: (a) to the extent that disclosure is required by regulatory requirement or judicial or administrative process or other requirement of law (including, without limitation, in order to satisfy the requirements of applicable securities or banking laws); (b) in connection with any action or proceeding to enforce or interpret the Lease (as modified hereby) or any provision hereof; (c) to the extent that the information is in the public domain through no fault of or cause by the disclosing party; (d) to prospective tenants, subtenants, assignees, purchasers or lenders (provided that such prospective party signs a confidentiality and non-disclosure agreement prohibiting the disclosure of any Confidential Information (including the terms or provisions of the Lease, as modified hereby) to any party other than such prospective party’s agents, accountants, brokers, consultants, attorneys, and/or lenders); or (e) to the extent otherwise expressly permitted by the Lease (as modified hereby) or consented to in writing by the other party. The parties agree to treat as confidential and to use reasonable efforts to prevent the inadvertent disclosure of proprietary information of either party delivered to the other pursuant to or in furtherance of the purposes of the Lease, as modified hereby. From and after the Effective Date of this Amendment, except with the prior written consent of the other party, neither Landlord nor Tenant shall make or permit to be made any public announcements or press releases concerning the Lease or any amendments to it, the terms of the Lease or such amendments, or any other information concerning the Lease or amendments to it, or any transaction contemplated therein. This provision shall survive the termination of the Lease, as modified hereby.
18. Force Majeure. The Lease is hereby amended to provide that the parties shall not be liable for any delay in performance or failure to perform any term or condition of the Lease, as amended by this Amendment, caused by (i) fire, (ii) explosion, (iii) accident, (iv) flood, (v) strike, (vi) any regulation, rule, or act of governmental agency precluding performance, (vii) any act of God, (viii) armed conflict, (ix) civil commotion, (x) intentionally omitted, (xi) any failure beyond either party’s control by any utility services (e.g., electrical, telecommunications), and (xii) any governmental action or order issued in connection with a national or other public emergency that requires Tenant to close its Premises and precludes Tenant from operating. Rent payments and other amounts due under the Lease, as amended by this Amendment, shall abate during the period of any such events (i.e., items (i) through (xii)) (collectively, a “force majeure delay”). However, in the case of a force majeure delay caused by an event identified in (xii) above, i.e., Tenant is required to close its business by a governmental action or order issued in connection with a national or other public emergency, if the rent is abated for three consecutive months as provided herein, Landlord may, at its option, give Tenant one hundred-eighty (180) days' written notice of its intent to terminate the Lease (a “Termination Notice”). In the event that Landlord provides a Termination

Notice, Tenant shall have the option to either (a) void the termination by resuming all rent payments and other amounts due under the Lease within ninety (90) days of Tenant's receipt of the Termination Notice, or (b) allow the Lease to terminate pursuant to the Termination Notice.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment as of the date on which the latter of the parties' signs it, as evidenced in the below signature blocks, which date shall be inserted in the blank at the top of the Page 1.

**LANDLORD:**

MJDC AOA, LLC,  
a Florida limited liability company

By: \_\_\_\_\_  
Milton L. Jones, Jr.  
Its Managing Member

By: \_\_\_\_\_  
Barbara H. Jones  
Its Managing Member

Date: \_\_\_\_\_

**TENANT:**

BANK OF AMERICA, NATIONAL ASSOCIATION,  
a national banking association

By: \_\_\_\_\_  
Name: Kathleen M. Luongo  
Title: Vice President

Date: \_\_\_\_\_

[CONSENT BY CITY ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the City of Fort Lauderdale has given consent to this Amendment as required by that certain Subordination, Non-Disturbance and Attornment Agreement dated as of July 9, 2012, by and between Landlord, Tenant and the City, as recorded in the Official Records Book 49331, at Page 335 of the Public Records of Broward County Florida. Notwithstanding the City's consent to renewal of this Lease, the City reserves all rights and remedies under the Development Agreement, as amended, The City's consent to renewal of this Lease shall not be deemed a waiver of any defaults by the Developer or waiver of its rights to exercise any remedies under the Development Agreement, as amended or under the Restrictive Covenant.

**CONSENT BY CITY:**

**CITY OF FORT LAUDERDALE, A  
MUNICIPAL CORPORATION OF THE STATE OF  
FLORIDA**

**WITNESSES:**

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

By: \_\_\_\_\_  
Dean J. Trantalis, Mayor

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

By: \_\_\_\_\_  
Greg Chavarria, City Manager

**ATTEST:**

\_\_\_\_\_  
David R. Soloman, City Clerk

Approved as to form:  
Alain E. Boileau, City Attorney

By: \_\_\_\_\_  
Lynn Solomon, Esq.  
Assistant City Attorney

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online, this \_\_\_\_ day of \_\_\_\_\_, 2022, by DEAN J. TRANTALIS, Mayor of the City of Fort Lauderdale, a municipal corporation of Florida on behalf of the City of Fort Lauderdale.

\_\_\_\_\_  
Notary Public, State of Florida

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

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this by means of ☐ physical presence or ☐ online, this \_\_\_\_ day of \_\_\_\_\_, 2022, by Greg Chavarria, City Manager of the City of Fort Lauderdale, a municipal corporation of Florida on behalf of the City of Fort Lauderdale.

\_\_\_\_\_  
Notary Public, State of Florida

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

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_