

THIRD AMENDMENT TO THE LEASE AGREEMENT

THIS THIRD AMENDMENT TO THE LEASE AGREEMENT, (this “Third Amendment”) dated as of this ____ day of _____, 2023 amends that certain Lease Agreement dated February 3, 2016, as amended by that First Amendment dated January 31, 2021 and by the Second Amendment dated March 21, 2022, any and all Addenda, Amendments or Extensions thereof (collectively, the “Lease”) and is by and between **THE HARBOR SHOPS, LLC** a Florida limited liability company (“Landlord”) and **CITY OF FORT LAUDERDALE**, a Florida municipal corporation (“Tenant”).

WITNESSETH:

WHEREAS, Landlord and Tenant entered into the Lease relating to approximately 1,327 square feet of retail space (the “Premises”) within that certain shopping center known as The Harbor Shops located on the south side of 17th Street, Fort Lauderdale, Florida (the “Shopping Center”) as is more particularly described in the Lease, and

WHEREAS, the parties wish to modify the Lease as hereinafter set forth, and

NOW, THEREFORE, for and in consideration of the terms, covenants and conditions hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant agree as follows:

1. **Initial Term.** This Third Amendment shall extend the Initial Term, as set forth in the Lease, to a date certain. The Initial Term shall now expire on February 27, 2028. Any reference in this Amendment to the Lease, to the “Term of this Lease” or “Term” or “Lease Term” shall mean the Initial Term as hereby extended.
2. **Termination Without Cause.** Either Party may terminate this Lease without cause provided written notice of such termination is delivered to the other party at the address set forth in the lease by overnight delivery, hand delivery or certified mail, return receipt requested. Tenant shall have one-hundred eighty (180) days from the date notice is received to vacate the Premises and remove all furniture, fixtures and equipment.
3. **Ratify.** All other terms and conditions of the Lease, as amended but not amended hereby are ratified and confirmed and remain in full force and effect and binding upon the parties thereto. Any provisions of this Third Amendment shall prevail over conflicting provisions contained in the Lease, as amended.

REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK.

AS TO LESSEE:

WITNESSES:

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

[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:
D'Wayne M. Spence, Interim City Attorney

By: _____
Lynn Solomon, Esq.
Assistant City Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this by means of ☐ physical presence or ☐ online,
this _____ day of _____, 2023, 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 _____, 2023, 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 _____

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

AS TO LESSOR:

WITNESSES:

**THE HARBOR SHOPS, LLC, A FLORIDA
LIMITED LIABILITY COMPANY**

By: _____

John T. Loos, Manager

Type or print name

Type or print name

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this __ day of _____, 2023, by JOHN T. LOOS, as Manager of THE HARBOR SHOPS, LLC, a Florida Limited Liability Company.

Notary Public signature

Name Typed, Printed or Stamped

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____