

SIXTH AMENDMENT TO LEASE AGREEMENT

This Sixth Amendment entered into this _____ day of _____, 2016 to a Lease Agreement (the "Lease") dated May 15, 2003 by and between:

Fort Lauderdale Community Redevelopment Agency, a corporate and politic body of the State of Florida, hereinafter referred to as the "Lessee",

and

REGENT BANK PROJECT FINANCE, INC., a Florida corporation, successor in interest to Sixth Street Plaza, Inc., hereinafter referred to as the "Lessor".

RECITALS

Whereas, the parties entered into a Lease date May 15, 2003 as, amended by that First Amendment dated September 27, 2005, by that Second Amendment dated May 17, 2007, by that Third Amendment dated July 8, 2008; by that Fourth Amendment dated September 16, 2015; and by that Fifth Amendment dated January 5th, 2016 for property located at 914 N.W. 6th Street, Fort Lauderdale, Florida;

Whereas, the Lease will expire as of February 29, 2016 and the parties desire to extend the term of the Lease for four (4) months;

Whereas, the City Commission approved the extension of the Lease as amended on February _____, 2016.

TERMS

Now, therefore, in consideration of the foregoing, the parties hereby agree as follows:

1. The Recitals are true and correct and incorporated in this Amendment and Lease as if fully set forth herein.
2. The term of the Lease is extended for four (4) months starting March 1, 2016 and ending June 30, 2016.
3. Lessee currently pays a Minimum Base Rent of \$96,000.00 plus additional rent for: Real Estate Taxes - \$937.50; Water/Sewer/Trash from City - \$312.50; Insurance (Building & Liability) - \$281.25; In the event lease negotiations result in a lower rent structure, the Lessor and Lessee agree the Lessee shall be entitled to a mutually acceptable credit against future rent for excess rent paid by Lessee starting from September 1, 2015 through the date

of the new lease. In no event shall rent under the new lease exceed the current rent payment.

4. Unless modified herein, all other terms and conditions of the Lease, as amended, remain unchanged.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, this the ____ day of _____, 2016.

LESSEE

WITNESSES:

FORT LAUDERDALE COMMUNITY
REDEVELOPMENT AGENCY

John P. "Jack" Seiler, Chairman

[Witness print/type name]

Lee R. Feldman, Executive Director

[Witness print/type name]

Approved as to form:

Lynn Solomon, Assistant City Attorney

LESSOR:

WITNESSES:

REGENT BANK PROJECT FINANCE,
INC., a Florida corporation

[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 _____, 2016, by _____, as _____ of REGENT BANK PROJECT FINANCE, INC., a Florida 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