FIFTH AMENDMENT TO LEASE OF REAL PROPERTY 
BETWEEN 
CITY OF HOLLYWOOD 
AND 
BROWARD COUNTY

This Fifth Amendment to the Lease of Real Property ("Fifth Amendment") between the City of Hollywood, Florida, a Florida municipal corporation, whose address is 2600 Hollywood Boulevard, Florida 33020-4807 ("Landlord"), and Broward County, Florida, a political subdivision of the state of Florida, whose address is 115 South Andrews Avenue, Fort Lauderdale, Florida 33301 ("Tenant"), is entered into and effective as of the date this Fifth Amendment is fully executed by the Parties. Landlord and Tenant are collectively referred to as the “Parties.”

RECITALS

A. Landlord and Tenant entered into a Lease of Real Property on August 17, 1993 ("Lease"), whereby Landlord agreed to lease to Tenant, and Tenant agreed to lease from Landlord, approximately 2500 square feet of space in the South Beach Community Center located at 1301 S. Ocean Drive, Hollywood, Florida 33019 (the “Premises”), for use as a library type reading room and associated purposes.

B. On July 7, 1998, Landlord and Tenant entered into an Amendment to the Lease ("First Amendment"), which extended the term of the Lease through June 30, 2003, and amended Paragraph 23 of the Lease.

C. On June 10, 2003, Landlord and Tenant entered into a Second Amendment to the Lease ("Second Amendment"), which extended the term of the Lease through June 30, 2008.

D. On June 10, 2008, Landlord and Tenant entered into a Third Amendment to the Lease ("Third Amendment"), which extended the term of the Lease through June 30, 2013.

E. On April 9, 2013, Landlord and Tenant entered into a Fourth Amendment to the Lease ("Fourth Amendment"), which extended the term of the Lease through June 30, 2018.

F. The Parties desire to amend the Lease in order to extend the Lease’s term, provide for annual renewals of such term, and give the Parties a mutual right to terminate the Lease.

FIFTH AMENDMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants
contained herein and other good and valuable consideration, the receipt and sufficiency
of which are hereby acknowledged, the Parties agree as follows:

1. Unless otherwise defined in this Fifth Amendment, the capitalized terms in
this Fifth Amendment have the respective meanings ascribed to them in the Lease, as
previously amended, and the definitions of those terms in the Lease are incorporated
by reference into this Fifth Amendment. If there is a conflict or inconsistency between
any term, statement, requirement, or provision of the Lease, as previously amended,
and any provision of this Fifth Amendment, the provisions of this Fifth Amendment shall
prevail and be given effect.

2. The recitals set forth above are true, accurate, and fully incorporated
herein by this reference.

3. The term of the Lease, which currently runs through June 30, 2018, shall
be extended for a one (1) year period from July 1, 2018 through June 30, 2019.

4. Paragraph 15 of the Lease is hereby deleted in its entirety and replaced
with the following:

The term of the Lease shall automatically renew on July 1, 2019, and every year
thereafter, upon the same terms and conditions of the Lease ("Extended Term"). Before an Extended Term commences, either party may deliver written notice to other
party electing to end the term of the Lease upon the expiration of the then-current term
("Notice of Termination"). The Notice of Termination shall be delivered at least one
hundred eighty (180) calendar days before the expiration of the then-current term.

5. This Fifth Amendment is hereby incorporated into the Lease, and all of the
terms and conditions contained in the Fifth Amendment shall be binding on the Parties.

6. Except as expressly modified herein, all terms and conditions contained in
the Lease, as previously amended, shall remain unchanged and in full force and effect.

7. The Lease, as previously modified and as modified by this Fifth
Amendment, incorporates and includes all prior negotiations, correspondence,
conversations, agreements, and understandings applicable to the matters contained
herein, and the Parties agree that there are no commitments, agreements, or
understandings concerning the subject matter hereof that are not contained in the
Lease as modified hereby. Accordingly, the Parties agree that no deviation from the
terms hereof shall be predicated upon any prior representations or agreements,
whether oral or written.

7. Multiple originals of this Fifth Amendment may be executed by the Parties, each
of which, bearing original signatures, shall have the force and effect of an original
document.
8. This Fifth Amendment has been jointly prepared by the Parties hereto, and shall not be construed more strictly against either Party.

9. Each individual executing this Fifth Amendment on behalf of a Party hereto represents and warrants that he or she is, on the date of execution, duly authorized by all necessary and appropriate action to execute this Fifth Amendment on behalf of such Party and does so with full legal authority.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)
IN WITNESS WHEREOF, the parties hereto have made and executed this Fifth Amendment to Lease of Real Property: CITY OF HOLLYWOOD, signing by and through its Mayor, authorized to execute same by City Commission action on the ___
day of ____________________, 20___, and BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ___
day of ____________________, 20___.

LANDLORD

CITY OF HOLLYWOOD, FLORIDA

ATTEST:

__________________________
City Clerk

__________________________
Mayor

_____ day of ____________, 20___

APPROVED AS TO LEGAL FORM:

__________________________
, City Attorney

_____ day of ____________, 20___
FIFTH AMENDMENT TO LEASE OF REAL PROPERTY BETWEEN CITY OF HOLLYWOOD AND BROWARD COUNTY.

TENANT

ATTEST:

BROWARD COUNTY, by and through its BOARD OF COUNTY COMMISSIONERS

____________________________
Broward County Administrator, as Ex-Officio Clerk of the Broward County Board of County Commissioners

By______________________________________
Mayor or Vice-Mayor

_____ day of _________________, 20____

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By______________________________________
Irma Qureshi
Assistant County Attorney

By______________________________________
Annika E. Ashton
Senior Assistant County Attorney