

**SECOND AMENDMENT TO AMENDED AND RESTATED LEASE AGREEMENT
BETWEEN
BROWARD COUNTY
AND
PORTSIDE YACHTING CENTER 2 LLC**

This Second Amendment to the Amended and Restated Lease Agreement for Lease of Land at Port Everglades (“Second Amendment”) is made and entered into as of this ____ day of _____, 2018, by and between Broward County, a political subdivision of the State of Florida (“Landlord”), and Portside Yachting Center 2 LLC, a Florida limited liability company (“Tenant”). Landlord and Tenant are collectively referred to as the “Parties.”

RECITALS

A. The Landlord and Portside Yachting Center LLC entered into the Amended and Restated Lease for Lease of Land at Port Everglades (“Lease”) effective on November 21, 2016 (“Effective Date”), whereby the Landlord agreed to lease to Portside Yachting Center LLC, and Portside Yachting Center LLC agreed to lease from Landlord, the real property described in the Lease (“Premises”).

B. Portside Yachting Center LLC, with the approval of the Landlord, assigned the Lease to Tenant on November 21, 2016.

C. The Parties entered into the Amendment to the Amended and Restated Lease Agreement for Lease of Land at Port Everglades dated December 12, 2017 (“First Amendment”), which extended the Term of the Lease to the earlier of: (1) March 31, 2018; or (2) thirty (30) days after the removal or evacuation of all Subtenants from the Premises.

D. The Parties desire to further amend the Lease in order to allow Tenant to occupy the Premises beyond the Term of the Lease, on a month-to-month basis.

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 Second Amendment, the capitalized terms in this Second Amendment have the respective meanings ascribed to them in the Lease and the definitions of those terms in the Lease are incorporated by reference into this Second 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 Second Amendment, the provisions of this Second Amendment shall prevail and be given effect.

2. The recitals set forth above are true, accurate, and fully incorporated herein by this reference.
3. Section 2 of the Lease shall be amended to create a new Section 2.3, to read as follows:
 - 2.3. Holdover by TENANT. TENANT may remain in possession of the Premises after the expiration of the Term of the Modified Lease (“Holdover”), but a Holdover shall not be deemed or construed to be a renewal or extension of the Modified Lease. Any Holdover by TENANT shall create a month-to-month tenancy, subject to all conditions, provisions, and obligations of this Modified Lease. During any Holdover, TENANT shall pay LANDLORD rent equal to Three Thousand Dollars (\$3,000) per month (“Holdover Rent”) on or before the first day of each month. Holdover Rent shall be paid in advance at the Broward County Real Property Section, Broward County Governmental Center, Room 501, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301, without prior demand and without any abatement, deduction or setoff.
4. This Second Amendment is hereby incorporated into the Lease, and all of the terms and conditions contained in the Second Amendment shall be binding on the Parties.
5. Except as expressly modified herein, all terms and conditions contained in the Lease, as modified in the First Amendment, shall remain unchanged and in full force and effect.
6. The Lease, as previously modified and as modified by this Second 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 Second 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 Second Amendment has been jointly prepared by the Parties hereto, and shall not be construed more strictly against either Party.
9. Each individual executing this Second 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 Second Amendment on behalf of such Party and does so with full legal authority.

IN WITNESS WHEREOF, the Parties have entered into this Second Amendment, with Tenant signing by and through its duly authorized representative, 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

ATTEST:

BROWARD COUNTY, 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 _____
Annika E. Ashton (Date)
Senior Assistant County Attorney

#280558

SECOND AMENDMENT TO THE AMENDED AND RESTATED LEASE AGREEMENT
FOR LEASE OF LAND AT PORT EVERGLADES BETWEEN BROWARD COUNTY AND
PORTSIDE YACHTING CENTER 2 LLC.

WITNESSES:

Witness 1 Signature

Witness 1 Print/Type Name

Witness 2 Signature

Witness 2 Print/Type Name

TENANT:

PORTSIDE YACHTING CENTER 2 LLC,
Florida limited liability company

By _____
Steven W. Hudson, Manager

_____ day of _____, 20_____.