

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE (this “Amendment”) is entered into effective as of the 30th day of September, 2024, between TR WILDCAT INVESTMENT, LLC, a Florida limited liability company (“Landlord”) and the CITY OF NORTH MIAMI, a Florida municipal corporation (“Tenant”). Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Lease (hereinafter defined).

WHEREAS, Landlord and Tenant entered into that certain Lease dated November 18, 2021 (the “Lease”) relating to the Premises as described and defined in the Lease; and

WHEREAS, Landlord and Tenant desire to enter into this Amendment to modify the Purchase Option subject to the satisfaction of, and in accordance with, the terms hereinafter set forth.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Landlord and Tenant do hereby covenant, represent, warrant, and agree as follows:

1. Recitals. The above recitals are true and correct and incorporated into this Amendment by reference.
2. Purchase Option. Tenant has requested that (i) Landlord permit Tenant to exercise the Purchase Option prior to third anniversary of the Commencement Date, (ii) Landlord waive with requirement for forty-five days written notice to Landlord to exercise the Purchase Option, and (iii) permit the Closing Date to be on (but not before) September 30, 2024.
3. Ratification. Except as modified by this Amendment, the Lease shall be otherwise unmodified and considered in full force and effect, and the parties ratify and confirm the terms of the Lease, as modified hereby.
4. Conflict. In the event of any conflict between the terms of the Lease and this Amendment, this Amendment shall control; provided; however, the terms of the Lease shall control in the event the Tenant fails to satisfy the conditions set forth in Section 3 above.
5. Counterparts; Electronic Delivery. This Amendment may be executed in counterparts, each of which, when executed, shall be deemed an original, and all of which shall be deemed one and the same instrument. Electronic transmission of signatures of the parties shall be deemed legally binding and enforceable against the parties.


[Signature Page Follows]

TO INDICATE THEIR AGREEMENT, the parties have executed this Amendment as of the day and year first written above.

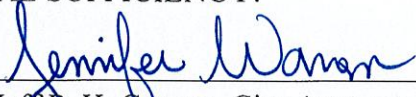
TENANT:

THE CITY OF NORTH MIAMI, a Florida
municipal corporation: "City"

By: 
For Vanessa Joseph, Esq., City Clerk

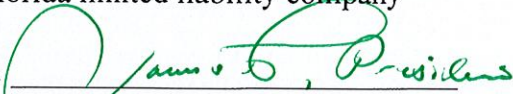
By: 
Anna-Bo Emmanuel, Esq., FRA-RA
City Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: 
For Jeff P. H. Cazeau, City Attorney

LANDLORD:

TR WILDCAT INVESTMENT, LLC,
a Florida limited liability company

By: 
James D. Tate, President