

## **SECOND AMENDMENT**

**to**

### **LEASE**

**THIS SECOND AMENDMENT TO LEASE AGREEMENT** ("Amendment") is executed the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the CITY OF HOLLYWOOD, a Florida municipal corporation ("Landlord"), and Barry University, Inc. ("Tenant"), a private not for profit educational institution providing undergraduate and graduate programs, acting by and through its Board of Trustees.

WHEREAS, the parties executed a Lease Agreement dated May 23, 2011 ("Lease Agreement");

WHEREAS, the term of the Lease Agreement is for ten and one half years and expires on November 22, 2021;

WHEREAS, the parties extended the Lease Agreement on February 17, 2021 for an additional seven months, which expires on June 22, 2022;

WHEREAS, the parties wish to further extend the Lease Agreement for an additional six months, expiring on December 30, 2022;

WHEREAS, the Rent shall be pro-rated for the extended term of the lease provided for in this Second Amendment based on the annual rent of \$50,000, and will be paid in full within 30 days of the execution of the Second Amendment.

NOW, THEREFORE, be it understood and agreed that in consideration of the mutual terms and conditions, promises, covenants and payments set forth, the parties amend the Lease Agreement as follows:

1. TERM. Section 1 of the Lease Agreement is amended as follows:

Term. The term of this Lease currently expires on June 22, 2022. The parties agree to extend the Lease for six months, through December 30, 2022.

In all other respects, the Lease Agreement shall remain unchanged and in full force and effect in accordance with the terms set forth within the Lease Agreement. In the event of any conflict between the terms of the Agreement and the terms set forth herein, the terms herein shall prevail.

IN WITNESS WHEREOF, Landlord and Tenant, intending to be legally bound, have executed this Second Amendment to Lease Agreement as of the day and year first above written.

SECOND AMENDMENT TO LEASE AGREEMENT WITH BARRY UNIVERSITY

CITY OF HOLLYWOOD, a Florida  
municipal corporation:

By: \_\_\_\_\_  
Name: Josh Levy  
Title: Mayor

ATTEST:

By: \_\_\_\_\_  
Patricia A. Cerny, City Clerk

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY FOR THE USE AND  
RELIANCE OF THE CITY OF  
HOLLYWOOD, FLORIDA ONLY.

By: \_\_\_\_\_  
Name: Douglas R. Gonzales, Esq.  
Title: City Attorney

ATTEST:

Barry University, Inc. a private not-for-  
profit educational institution

\_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Susan Rosenthal  
Vice President for Business &  
Finance