

May 6, 2020

City of Hollywood Florida 2600 Hollywood Blvd Hollywood, FL 33020

RE: Loan to City of Hollywood Florida ("Borrower") in the amount of \$10,000,000.00

("Loan") Account # 1010084001; Short Term Extension of Maturity Date

## **Dear Valued Customer**

City National Bank of Florida ("CNBF" or "Bank") is the owner and holder of an Extension of Line of Credit Agreement) dated June 27, 2019 in the amount of \$10,000,000.00, as may have been modified or extended from time to time (collectively the "Note"), executed by Borrower. The outstanding principal balance of the Note on the date of execution of this letter agreement (the "Agreement") is \$0.00.

The Note and all other documents evidencing the Loan, including loan agreements and guaranty agreements, are hereinafter collectively referred to as the "Loan Documents".

The Loan matured on May 31st, 2020.

By means of this Agreement, the Bank has agreed to extend the Maturity Date of the Note from May 31, 2020 to August 30, 2020 (the "Maturity Date").

Interest shall continue to accrue on the unpaid Loan balance at the interest rate set forth in the Note. Payments under the Note shall continue to be paid monthly until the Maturity Date as defined herein at which time the outstanding principal, together with accrued interest, shall be due and payable.

Except for the extension of the Maturity Date, the terms of all existing Loan Documents shall remain unchanged and in full force and effect. No agreement, oral or otherwise, has been made by any of CNBF employees, agents, officers or directors to further extend or modify the Note or the Loan Documents.

Reservation of Rights. Nothing in the Note shall be deemed to (i) limit the applicability of any otherwise applicable statutes of limitation or repose and any waivers contained in the Note; or (ii) be a waiver by CNBF of the protection afforded to it by 12 U.S.C. Sec 91 or any substantially equivalent state law; or (iii) limit the right of CNBF (A) to exercise self-help remedies such as (but not limited to) set off; or (B) to foreclose against any real or

personal property collateral; or (C) to obtain from a court provisional or ancillary remedies such as (but not limited to) injunctive relief or the appointment of a receiver.

Sincerely,

City National Bank of Florida

Lance Aylsworth, Senior Vice President

City of Hollywood

JOSH LEVY, MAYOR

ATTEST:

PATRICIA A. CERNY, MMC, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY for the use and reliance Of the City of Hollywood, Florida, only,

DOUGLAS R. GONZALES, CITY ATTORNEY

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