

SECOND AMENDMENT TO LEASE AGREEMENT

This Second Amendment to Lease Agreement is entered into this ____ day of _____, 2023, by and between the City of Key West, a municipal corporation, hereinafter ("LESSOR") and Garrison Bight SMI, LLC, whose riparian upland is pursuant to a lease with the City of Key West located at Angelfish Pier on Palm Avenue Key West, Florida 33040, (hereinafter "TENANT").

WITNESSETH

WHEREAS, LANDLORD and TENANT entered into a Lease Agreement on the 21st day of September, 2019 as first amended on the 7th day of April 2020 and as modified by assignment on the 2nd day of February, 2022 for the property located and described as follows:

A parcel of submerged land in Section 33, Township 67 South, Range 25 East, in Monroe County, containing approximately 19,874 square feet, more particularly known as Parcel H and described as shown on Exhibit A of the lease.

WHEREAS, the LANDLORD and TENANT now desire to amend their Lease Agreement which is attached hereto,

NOW, THEREFORE, in mutual consideration of the benefits conferred upon the parties by the terms of this Amendment, LANDLORD and TENANT agree as follows:

- 1 Lease Term: The lease termination date shall be November 30, 2028.
2. Except as modified herein, the Lease Agreement as amended shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have made this Second Amendment to Lease Agreement on the date first written above.

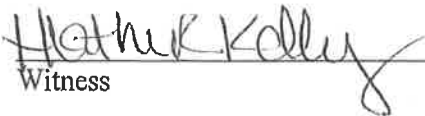
City of Key West
A Municipal Corporation

ATTEST:

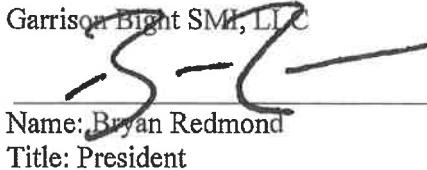
Cheryl Smith, City Clerk

By: _____
Teri Johnston, Mayor

Garrison Bight SMI, LLC



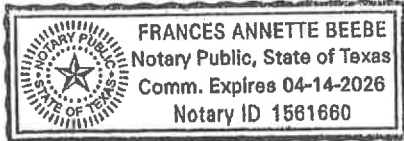
Witness



Name: Bryan Redmond
Title: President

Lessee

The foregoing First Amendment to Lease Agreement was acknowledged before me this 3rd day of April, 2023 by Bryan Redmond, who is personally known to me, or who [] produced _____ as identification.



My commission expires:

Frances Annette Beebe
Notary Public

Print name: Frances Annette Beebe

Lessor

The foregoing First Amendment to Lease Agreement was acknowledged before me this _____ day of _____, 2023, by _____, who is personally known to me, or who [] produced _____ as identification.

Notary Public

My commission expires:

Print name: _____