

## SECOND AMENDMENT TO LEASE AGREEMENT

This Second Amendment to Lease Agreement (“Second Amendment”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between Caroline Street Corridor and Bahama Village Community Redevelopment Agency hereinafter (“LANDLORD”) and Yankee Freedom III, LLC, (hereinafter “TENANT”).

### WITNESSETH

WHEREAS, LANDLORD and TENANT entered into a Lease Agreement on the 22nd day of December, 2022 pertaining to the premises located at the Key West Bight Ferry Terminal Resolution No. 22-297 (“Original Lease”), and

WHEREAS, LANDLORD and TENANT on December 21, 2023, entered into a First Amendment to Lease Agreement pertaining to the addition of one (1) parking stall to the premises located at the Key West Bight Ferry Terminal Resolution 23-352 (“First Amendment”) (the Original Lease and First Amendment shall be referred to herein collectively as the “Lease Agreement”); and

WHEREAS, TENANT has proposed to lease additional office space at the Key West Bight Ferry Terminal, add a doorway between Suite 208 and Tenant’s existing and adjacent space, and to modify the lease term to be coterminous with TENANT’S Use Agreement termination date; and

WHEREAS, the LANDLORD and TENANT now desire to amend their Lease Agreement to accommodate the parties.

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. Section 1.4 and 2 Demised Premises, and Exhibit “A” in the Original Lease and Exhibit “A1” in the First Amendment that are attached to the Lease Agreement shall be amended to add Suite 208 consisting of approximately 232 square feet shown on Exhibit “A” attached to this Second Amendment and to be used exclusively for office space.
2. Section 1.6 and 4 Rent, and the document referred to as “Exhibit B” in paragraph 1.6, paragraph 4.4(a), and paragraph 4.4(c), of the Lease Agreement”, shall be amended to include the rent amount to be paid for Suite 208, a copy of the rent schedule for Suite 208 is attached hereto and incorporated by reference as Exhibit “B” of this Second Amendment.
3. Section 1.5 Term of the Lease Agreement shall be amended such that the termination of the Lease Agreement and this Second Amendment shall be September 30, 2029 coinciding with TENANT’S Use Agreement termination date per Resolution 19-346.
4. Tenant at Tenant’s sole cost and expense shall be permitted to install a door between Suite 208 and Tenant’s existing and adjacent space in accordance with **Section 15 – Alterations** of the Lease Agreement.

5. 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.

Caroline Street Corridor and Bahama  
Village Community Redevelopment Agency

ATTEST:

\_\_\_\_\_  
Keri O'Brien, City Clerk

By: \_\_\_\_\_  
Danise Henriquez, Chair

Yankee Freedom III, LLC

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Edwin O. Swift III

"Exhibit A"  
Units 202/205/208 - 541 Square Feet



