

SECOND AMENDMENT TO LEASE AGREEMENT

This Second Amendment to Lease Agreement is entered into this _____ day of _____, 2013, by and between The City of Key West hereinafter ("LANDLORD") and Key West Botanical Garden Society, Inc. (hereinafter "TENANT").

WITNESSETH

WHEREAS, LANDLORD and TENANT entered into a Lease Agreement on the 16th day of May 2006, (the "Lease Agreement"), as amended on the 7th day of May, 2007 pertaining to the premises located at 5210 College Road, Key West, Florida.

WHEREAS, the LANDLORD and TENANT now desire to further amend their Lease Agreement and First Amendment thereto which are attached hereto as Exhibit "A", and Exhibit "A-1".

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. The reference to "No Admission Fee" in the last sentence of paragraph 15 of the Lease Agreement is deleted and replaced with "Lessee may charge the public a fee for admission to be used for operations and for construction of additional facilities."
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.

ATTEST:

Landlord: City of Key West

Cheryl Smith, City clerk

By: _____
Craig Cates, Mayor

Tenant: Key West Botanical Garden Society, Inc.

Witness

Mary Chandler, President

Witness

The foregoing First Amendment to Lease Agreement was acknowledged before me this _____ day of _____, 20____, by _____, who is personally known to me, or who [] produced _____ as identification.

Notary Public

My commission expires:

Print name: _____

Exhibit “A”

**Lease Agreement
Resolution 06-180**

Exhibit “A-1”

**First Amendment to the Lease
Resolution 07-159**