

**THIRD AMENDMENT TO  
LICENSE AGREEMENT  
(OFFICE SPACE WITHIN BUILDING)**

THIS THIRD AMENDMENT TO CITY OF JACKSONVILLE LICENSE AGREEMENT (BUILDING) (this “Amendment”) is entered into and effective the \_\_\_\_\_ day of \_\_\_\_\_ 2025, by and between **CITY OF JACKSONVILLE**, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida (“Licensor”), whose address is c/o Public Works, Real Estate Division, 214 N. Hogan Street, Jacksonville, Florida 32202, Attn: Real Estate Officer and **LUTHERAN SERVICES FLORIDA, INC.**, a Florida not for profit corporation (“Licensee”), with a principal address of 3627 West Waters Avenue, Tampa, FL 33614.

WITNESSETH:

WHEREAS, Licensor and Licensee are parties to that certain License Agreement dated April 13, 2021, (City Contract #210404; Ordinance 2020-760-E), as amended by that First Amendment to License Agreement dated June 1, 2024, and that Second Amendment to License Agreement as authorized per Ordinance 2024-935-E, (collectively, the “License”); and

WHEREAS, Licensor and Licensee desire to extend the term of the License through June 30, 2026, and to grant Licensee annual renewal options to extend the term until April 30, 2030, with each renewal option subject to Council approval.

NOW, THEREFORE, for and in the good and valuable consideration, including, but not limited to, the covenants, conditions and terms hereof, the sufficiency and receipt of said good and valuable consideration are hereby acknowledged, Licensor and Licensee agree as follows:

1. Recitals. The recitals set forth herein are accurate, correct and true and incorporated herein by this reference.

2. Capitalized Terms. Unless otherwise defined herein, all capitalized terms shall have the meanings given to them in the License.

3. Amendment. Section 2 (f) of the License is deleted in its entirety and replaced by the following provisions:

(f) “License Term” or “Term” means the term of this License, which shall commence on the Effective Date and expire on the earlier to occur of (i) June 30, 2026, as may be renewed, or (ii) the earlier termination of this License in accordance with the terms of this License. Tenant shall have three (3) options to renew the License for a renewal term of one (1) year each, and a final fourth option to renew the License for a ten-month term to expire on April 30, 2030, unless earlier terminated in accordance with the terms of this License. Each renewal option shall be subject to Council approval.

4. Authority. Licensee represents and warrants to Licensor that Licensee has full right and authority to execute and perform its obligations under this Amendment and the License, and Licensee and the person(s) signing this Amendment on Licensee’s behalf represent and warrant to the Licensor that such person(s) are duly authorized to execute this Amendment on Tenant’s behalf without further consent or approval by anyone. Licensee shall deliver to Licensor promptly upon request all documents reasonably requested by the Licensor to evidence such authority.

5. Ratification of the License. The provisions of the License, and all prior amendments thereto, are hereby ratified and shall remain in full force and effect except as expressly provided in this Amendment.

6. Entire Agreement. This Amendment is the entire agreement between the respective parties hereto and supersedes any and all prior agreements and understandings between the respective parties hereto relating to the subject matter hereof. No statement or representation of the respective parties hereto, their agents or employees, made outside of this License, and not contained herein, shall form any part hereof or bind any respective party hereto. This License shall not be supplemented, amended or modified except by written instrument signed by the respective parties hereto.

7. Counterparts and Signature Pages. This License may be executed in two (2) or more counterparts, all of which when taken together constitute one and the same instrument, binding on all of the parties. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart, and may be delivered by facsimile or in electronic (e.g., pdf) form.

[The remainder of this page was left blank intentionally. Signature page follows immediately.]

IN WITNESS WHEREOF, the respective parties hereto have executed this Second Amendment for the purposes expressed herein effective the day and year first above written.

**Attest**

**CITY OF JACKSONVILLE**, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida

By: \_\_\_\_\_  
James R. McCain, Jr.  
Corporation Secretary

By: \_\_\_\_\_  
Donna Deegan  
Mayor

**Witness**

**LUTHERAN SERVICES FLORIDA, INC.**, a Florida not for profit corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Form Approved:

\_\_\_\_\_  
Office of General Counsel

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