

**FIRST AMENDMENT TO LICENSE AGREEMENT
FOR
FLORIDA THEATRE OFFICE BUILDING
(Office Space)**

THIS FIRST AMENDMENT to License Agreement (“First Amendment”) is made and entered into as of the _____ day of July, 2023, but is made effective as of August 24th, 2022, by and between the **CITY OF JACKSONVILLE**, a Florida municipal corporation (hereinafter, the “*Licensor*”), whose address is 117 W. Duval Street, Jacksonville, Florida 32202, and **CATHY REED DBA C-SUITE REALTY**, a Florida sole proprietor, (hereinafter, the “*Licensee*”), whose address is 317 East Church Street, Jacksonville Florida 32202.

WITNESSETH:

WHEREAS, Licensor and Licensee entered into that certain consolidated license agreement dated as of August 24th, 2022 (“*License Agreement*”) concerning Licensee’s occupancy and license of office space (the “*License Area*”) located at the Florida Theater Office Building (the “*Building*”); and

WHEREAS, the parties desire to amend the License Agreement for the purpose of adding terms and conditions relevant to rent abatement where ongoing capital improvements, or other disruptions, at the Building render the License Area temporarily unsuitable for use and occupancy; now, whereas,

IN CONSIDERATION of the premises and of the mutual covenants and agreements hereinafter contained, and for other good and valuable consideration acknowledged by the parties to be sufficient, the parties agree as follows:

1. The above-stated recitals are accurate, true, and correct and are incorporated herein and made a part hereof by this reference.
2. The parties agree that Licensor in its sole discretion may prohibit Licensee from using or occupying the License Area for a period of up to 180 consecutive days (the “**Abatement Term**”) upon the provision of ten (10) days’ prior notice as necessary to carry out capital improvements at the Building, including HVAC replacement, or in connection with any other event causing or anticipated to cause an ongoing disruption of services thereto. Licensor and Licensee hereby agree that all license fees and rents due to Licensor shall be abated during the Abatement Term. However, Licensee’s obligations to pay rent, license fees and all other sums contemplated by the License Agreement shall resume immediately upon notice from Licensor that the Abatement Term has concluded, at which time Licensee may resume use and occupancy of the License Area.
6. All remaining terms, provisions and conditions of the License Agreement shall remain in full force and effect.

[Remainder of page left blank intentionally; signatures on following page.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Fourth Amendment in triplicate the day and year first above written.

ATTEST:

CITY OF JACKSONVILLE

By _____
James R. McCain, Jr.
Corporation Secretary

By: _____
Lenny Curry, Mayor

WITNESS:

CATHY REED DBA C-SUITE REALTY

By: _____
Print Name: _____

By: _____
Print Name: _____
Title: _____

Form Approved:

By: _____
Office of General Counsel

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**FIRST AMENDMENT TO LICENSE AGREEMENT
FOR
FLORIDA THEATRE OFFICE BUILDING
(Office Space)**

THIS FIRST AMENDMENT to License Agreement (“First Amendment”) is made and entered into as of the _____ day of July, 2023, but is made effective as of September 28th, 2021, by and between the **CITY OF JACKSONVILLE**, a Florida municipal corporation (hereinafter, the “*Licensor*”), whose address is 117 W. Duval Street, Jacksonville, Florida 32202, and **JACKSONVILLE DANCE THEATRE, INC.**, a Florida not for profit corporation, (hereinafter, the “*Licensee*”), whose address is 2737 Downing Street, Jacksonville, Florida 32205.

WITNESSETH:

WHEREAS, Licensor and Licensee entered into that certain consolidated license agreement dated as of September 28th, 2021 (“*License Agreement*”) concerning Licensee’s occupancy and license of office space (the “*License Area*”) located at the Florida Theater Office Building (the “*Building*”); and

WHEREAS, the parties desire to amend the License Agreement for the purpose of adding terms and conditions relevant to rent abatement where ongoing capital improvements, or other disruptions, at the Building render the License Area temporarily unsuitable for use and occupancy; now, whereas,

IN CONSIDERATION of the premises and of the mutual covenants and agreements hereinafter contained, and for other good and valuable consideration acknowledged by the parties to be sufficient, the parties agree as follows:

1. The above-stated recitals are accurate, true, and correct and are incorporated herein and made a part hereof by this reference.

2. The parties agree that Licensor in its sole discretion may prohibit Licensee from using or occupying the License Area for a period of up to 180 consecutive days (the “**Abatement Term**”) upon the provision of ten (10) days’ prior notice as necessary to carry out capital improvements at the Building, including HVAC replacement, or in connection with any other event causing or anticipated to cause an ongoing disruption of services thereto. Licensor and Licensee hereby agree that all license fees and rents due to Licensor shall be abated during the Abatement Term. However, Licensee’s obligations to pay rent, license fees and all other sums contemplated by the License Agreement shall resume immediately upon notice from Licensor that the Abatement Term has concluded, at which time Licensee may resume use and occupancy of the License Area.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Fourth Amendment in triplicate the day and year first above written.

ATTEST:

CITY OF JACKSONVILLE

By _____
James R. McCain, Jr.
Corporation Secretary

By: _____
Lenny Curry, Mayor

WITNESS:

**JACKSONVILLE DANCE THEATRE,
INC.**

By: _____
Print Name: _____

By: _____
Print Name: _____
Title: _____

Form Approved:

By: _____
Office of General Counsel

GC-#1570634-v1-Florida_Theatre_License_Agreement_Amendmetn-Jax_Dance_Theatre.doc

**FIRST AMENDMENT TO LICENSE AGREEMENT
FOR
FLORIDA THEATRE OFFICE BUILDING
(Office Space)**

THIS FIRST AMENDMENT to License Agreement (“First Amendment”) is made and entered into as of the _____ day of July, 2023, but is made effective as of April 30th, 2022, by and between the **CITY OF JACKSONVILLE**, a Florida municipal corporation (hereinafter, the “**Licensor**”), whose address is 117 W. Duval Street, Jacksonville, Florida 32202, and **SPEC CHECK, LLC**, a Florida limited liability company, (hereinafter, the “**Licensee**”), whose address is 2769 Oak Street, Jacksonville, Florida 32205.

WITNESSETH:

WHEREAS, Licensor and Licensee entered into that certain license agreement dated as of April 30th 2022 (“**License Agreement**”) concerning Licensee’s occupancy and license of office space (the “**License Area**”) located at the Florida Theater Office Building (the “**Building**”); and

WHEREAS, the parties desire to amend the License Agreement for the purpose of adding terms and conditions relevant to rent abatement where ongoing capital improvements, or other disruptions, at the Building render the License Area temporarily unsuitable for use and occupancy; now, whereas,

IN CONSIDERATION of the premises and of the mutual covenants and agreements hereinafter contained, and for other good and valuable consideration acknowledged by the parties to be sufficient, the parties agree as follows:

1. The above-stated recitals are accurate, true, and correct and are incorporated herein and made a part hereof by this reference.

2. The parties agree that Licensor in its sole discretion may prohibit Licensee from using or occupying the License Area for a period of up to 180 consecutive days (the “**Abatement Term**”) upon the provision of ten (10) days’ prior notice as necessary to carry out capital improvements at the Building, including HVAC replacement, or in connection with any other event causing or anticipated to cause an ongoing disruption of services thereto. Licensor and Licensee hereby agree that all license fees and rents due to Licensor shall be abated during the Abatement Term. However, Licensee’s obligations to pay rent, license fees and all other sums contemplated by the License Agreement shall resume immediately upon notice from Licensor that the Abatement Term has concluded, at which time Licensee may resume use and occupancy of the License Area.

6. All remaining terms, provisions and conditions of the License Agreement shall remain in full force and effect.

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ATTEST:

CITY OF JACKSONVILLE

By _____
James R. McCain, Jr.
Corporation Secretary

By: _____
Lenny Curry, Mayor

WITNESS:

SPEC CHECK, LLC

By: _____
Print Name: _____

By: _____
Print Name: _____
Title: _____

Form Approved:

By: _____
Office of General Counsel