

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

THIS SECOND AMENDMENT TO CITY OF JACKSONVILLE LICENSE AGREEMENT (BUILDING) (this “Amendment”) is entered into and effective the _____ day of _____ 2024, 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 (collectively, the “License”); and

WHEREAS, Licensor and Licensee desire to extend the term of the License Agreement through June 30, 2025.

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, 2025, or the earlier termination of the Lease in accordance with the terms of the Lease, or (ii) the earlier termination of this License in accordance with the terms of this License.

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.

6. 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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