

FOURTH AMENDMENT

THIS IS A FOURTH AMENDMENT TO THE AGREEMENT dated this _____ day of _____, 2019, between:

POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic. whose address is 100 West Atlantic Boulevard. Pompano Beach, Florida, (hereinafter referred to as "LESSEE"),

and

NORMAN WAYNE EDWARDS d/b/a EDWARDS PHOTOLAND whose address is 901 NW 3rd Street, Pompano Beach, Florida 33060 (hereinafter referred to as "SUBLESSEE").

WHEREAS, the parties entered into a Sublease Agreement for the sublease of Unit "D" at 731 Dr. Martin Luther King Jr. (MLK) Pompano Beach, Florida, on September 19, 2013, ("Original Agreement") and approved by Resolution No. 2013-91; and

WHEREAS, the parties entered into a First Amendment of the Sublease Agreement on January 23, 2014, and approved by Resolution No. 2014-30; and

WHEREAS, the parties entered into a Second Amendment of the Sublease Agreement on May 1, 2014, and approved by Resolution No. 2014-47; and

WHEREAS, the parties entered into a Third Amendment of the Sublease Agreement on January 24, 2015, and approved by Resolution No. 2015-59, and

WHEREAS, the LESSEE and the SUBLESSEE have agreed to a Fourth Amendment of the Original Agreement to provide for an extension of the Sublease Terms as outlined in SECTION 19. OPTION TO RENEW for a term of five (5) years under the same terms and conditions in the Sublease Agreement except that beginning with the rental payment under the new term and beginning with the rental payment of the first year the annual rent for the premises will increase annually by Three Percent (3%) of the base rental amount of the prior year rent.

WITNESSETH:

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments herein set forth LESSEE and SUBLESSEE agree as follows:

1. Each "WHEREAS" clause set forth above is true and correct and herein incorporated by this reference. The original Agreement effective September 19, 2013, and subsequently amended by Resolution No. 2014-30, Resolution No. 2014-47 and Resolution No. 2015-59 copies of which are attached hereto and made a part hereof as composite Exhibit "A," shall remain in full force and effect except as specifically amended herein below.

2. Paragraph Four to the Original Agreement shall be amended as follows:

3. RENTAL AND SECURITY DEPOSIT.

B. The "Rental Commencement Date" of this Sublease shall be

April 1, 2019.

3. All other terms and conditions of the said agreement shall remain in full force and effect as provided by the original agreement and any previous amendments and renewals thereto, unless earlier terminated pursuant to the provisions of the agreement.

4. That no other amendment to the terms of the said agreement shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

5. The provisions of this Amendment shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

"LESSEE"

Witnesses:

**POMPANO BEACH COMMUNITY
REDEVELOPMENT AGENCY**

By: _____
Rex Hardin, Chairman

Print Name: _____

By: _____
Gregory P. Harrison, Executive Director

Print Name: _____

Attest:

By: _____
Marsha Carmichael, Secretary

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by Rex Hardin as Chairman, Gregory P. Harrison as Executive Director and Marsha Carmichael as Secretary, all of the Pompano Beach Community Redevelopment Agency, who are personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

“SUBLESSEE”

Witnesses:

**NORMAN WAYNE EDWARDS d/b/a EDWARDS
PHOTOLAND**

By: _____

Print Name: _____

Print Name: _____

Title: _____

Print Name: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____ as _____ of _____, a Florida corporation on behalf of the corporation or a Florida limited liability company on behalf of the company. He/she is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY’S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number