

**SECOND AMENDMENT TO THE  
LEASE AGREEMENT BETWEEN THE CITY OF DELRAY BEACH, FLORIDA AND  
THE CREATIVE CITY COLLABORATIVE OF DELRAY BEACH, INC.  
FOR OLD SCHOOL SQUARE PARKING GARAGE PROPERTY**

**THIS SECOND AMENDMENT** (the "Second Amendment") dated September \_\_, 2016, amends that certain Lease Agreement ("Lease") entered into between the **CITY OF DELRAY BEACH, FLORIDA**, a Florida municipal corporation (the "City") and the **CREATIVE CITY COLLABORATIVE OF DELRAY BEACH, FLORIDA, INC.** ("CCC").

WITNESSETH:

WHEREAS, the City and CCC entered into the above described Lease for approximately 10,289 square feet of space on the first floor of the Old School Square Parking Garage (the "Premises") for a lease term which was set to expire on March 15, 2016; and,

WHEREAS, on April 5, 2016, the City Commission approved the First Amendment to Lease Agreement Between the City of Delray Beach, Florida and the Creative City Collaborative of Delray Beach, Inc. ("First Amendment"), which extended the lease term on a month-to-month basis to September 16, 2016.

WHEREAS, CCC has been diligently working with the City to draft a revised and restated lease incorporating the recommendations of Commission and has requested a second month-to-month lease extension for the Premises, for a term not to exceed (2) months.

NOW, THEREFORE, the parties hereto in consideration of the covenants herein contained agree as follows:

1. **Recitals.** The recitals set forth above are true and correct and are hereby incorporated as if fully set forth herein.

2. **Term.** Tenant shall have and hold the Premises on a month-to-month basis for a term ("Month to Month Term") commencing on September 16, 2016 and expiring on November 16, 2016, unless terminated sooner as provided for herein. Base Rent during the Month to Month Term shall be \$866.67 per month. City reserves the right, at any time, in its sole and absolute discretion, to terminate this month-to-month Lease by giving the Tenant at least thirty (30) days prior written notice of its intent to terminate the Lease. Upon the termination date of the Lease, City shall have all remedies available pursuant to the terms of this Lease and at law and equity.

3. **Entire Agreement.** All other terms and conditions of the Lease not in conflict with this Second Amendment shall remain in full force and effect.

4. **Counterparts.** For the convenience of the parties, any number of counterparts hereof may be executed, and each such executed counterpart shall be deemed an original, and all such counterparts together shall constitute one and the same instrument. Facsimile or .PDF transmission of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart, and such facsimile or .PDF signatures shall be deemed original signatures for purposes of enforcement and construction of this agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this Second Amendment to be duly executed on the date written above.

**ATTEST:**

**CITY OF DELRAY BEACH**

\_\_\_\_\_  
City Clerk

By:\_\_\_\_\_  
Cary Glickstein, Mayor

Approved as to Form:

\_\_\_\_\_  
City Attorney

**ATTEST:**

**Creative City Collaborative of Delray Beach, Inc.**

\_\_\_\_\_  
\_\_\_\_\_  
(Print or Type Name)

By:\_\_\_\_\_  
, President