

**THIRD AMENDMENT TO THE AGREEMENT BETWEEN BROWARD COUNTY AND
THE BROWARD COUNTY FILM SOCIETY FOR THE LEASING OF REAL
PROPERTY FOR USE AS A THEATER**

This Third Amendment to the Lease Agreement (“Third Amendment”) is made and entered into between Broward County, a political subdivision of the State of Florida (“County”), and The Broward County Film Society, Inc., a Florida not-for-profit corporation (“Film Society”). County and Film Society are referred to individually as a “Party” and collectively referred to as the “Parties.”

RECITALS

A. County owns the property located at 503 Southeast 6th Street, Fort Lauderdale, FL (“Property”).

B. On August 26, 1986, County and Vinnette Carroll Repertory Company, Inc. (“Vinnette Carroll”), entered into an Agreement to lease the Property for use as a theater (“1986 Lease”).

C. On January 20, 1998, the Parties and Vinnette Carroll entered into the First Amendment to the 1986 Lease (“First Amendment”), wherein Film Society was added as an additional lessee.

D. On August 31, 1999, the Parties and Vinnette Carroll entered into the Second Amendment to the 1986 Lease (“Second Amendment”), extending the lease term until August 25, 2022.

E. The 1986 Lease, the First Amendment, and the Second Amendment are collectively referred to as the “Lease.”

F. After the death of Ms. Carroll in 2002, Vinnette Carroll discontinued its programs at the Property, and has not participated in the use or maintenance of the Property.

G. The Parties now desire to enter into this Third Amendment, extending the lease term, removing Vinnette Carroll as a lessee, and updating certain notice provisions.

Now, therefore, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. The above recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Third Amendment shall retain the meaning ascribed to such terms in the Lease.

2. Amendments made to the Lease by this Third Amendment are indicated by use of strikethroughs to indicate deletions and underlining to indicate additions, unless otherwise indicated.

3. This Third Amendment shall be effective as of the date it is fully executed by the Parties ("Effective Date"), and the extended term of the Lease shall commence on August 26, 2022.

4. Article 3 of the Lease is hereby amended to add the language as follows:

TERM:

...

At the end of the six (6) year renewal term, the Lease shall automatically renew for five (5) years. The Parties, by mutual agreement evidenced in a writing executed by all Parties, may further renew the term of the Lease in five (5) year increments, for up to a total of ten (10) years, on the same terms and conditions set forth in the Lease. Each five (5) year renewal option must be exercised in writing at least ninety (90) days prior to the expiration of the then-current renewal term.

5. Article 18.3 of the Lease is hereby deleted and replaced in its entirety as follows (underlining omitted):

TERMINATION OF LEASE:

...

18.3 COUNTY shall have the right to cancel or terminate this lease at any time, without cause, upon providing LESSEE with prior written notice of the termination date, such notice to be provided not less than six (6) months prior to the termination date. In the event this lease is terminated pursuant to the provisions of Article 18.1, 18.2, or 18.3, LESSEE shall not be entitled to any reimbursement for any capital or other improvements made by LESSEE to the leased premises.

6. Article 21 of the Lease is hereby deleted and replaced in its entirety as follows (underlining omitted):

NOTICES:

For a notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail with a contemporaneous copy via e-mail to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this section.

To County:

Broward County Administrator
Governmental Center
115 South Andrews Avenue, Room 409
Fort Lauderdale, Florida 33301
Email Address: mcepero@broward.org

With a copy to:

Director of Real Estate Development
Governmental Center
115 South Andrews Avenue, Room 409C
Fort Lauderdale, Florida 33301
E-mail Address: lmahoney@broward.org

To Film Society:

Broward County Film Society, Inc.
503 SE 6th Street
Fort Lauderdale, Florida 33301
E-mail Address: greg@fliff.com

7. The Parties agree that Vinnette Carroll, a dissolved Florida not-for-profit corporation, is no longer a tenant, lessee, occupant of the Property, or party to the Lease. The Parties further agree that Vinnette Carroll has no further obligations, liabilities, responsibilities, or rights under the Lease during the extended term provided for in the Third Amendment.

8. This Third Amendment may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same amendment.

9. Preparation of this Third Amendment has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

10. Except as modified in the Third Amendment, all terms and conditions of the Lease shall remain in full force and effect. If any conflict or ambiguity exists between this Third Amendment and the Lease, the Parties agree that this Third Amendment shall control.

11. This Third Amendment incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments,

agreements, or understandings concerning the subject matter of this Third Amendment that are not contained in the Lease and this Third Amendment.

12. Lessee represents and warrants that this Third Amendment constitutes the legal, valid, binding, and enforceable obligation of Lessee, and that neither the execution nor performance of this Third Amendment constitutes a breach of any agreement that Lessee has with any third party or violates any law rule, regulation, or duty arising in law or equity applicable to Lessee. Lessee further represents and warrants that execution of this Third Amendment is within Lessee's legal powers, and each individual executing this Third Amendment on behalf of Lessee is duly authorized by all necessary and appropriate action to do so on behalf of Lessee and does so with full legal authority.

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FILM SOCIETY

ATTEST:

BROWARD COUNTY FILM SOCIETY, INC., a
nonprofit corporation

By: 
Secretary (SEAL)

By: 
President

27 day of May, 2022

I HEREBY CERTIFY that I have approved this
Agreement as to form and legal sufficiency
subject to execution by the parties:

By: 
Attorney for Film Society