

SECOND AMENDMENT TO SUBLEASE AGREEMENT

This Second Amendment to Sublease Agreement (the “Amendment”) dated this ____ of _____, 2014 by and between Fragomen, Del Rey, Bernsen & Loewy LLP (“Sublessor”) and City of Coral Gables (“Sublessee”).

WHEREAS, Sublessor and Sublessee entered into that certain Sublease Agreement dated September 22, 2009, as amended by that First Amendment dated September 6, 2011 (collectively the “Sublease”) for premises consisting of approximately 1,560 square feet of rentable area of the Master Leased Premises leased to Sublessor pursuant to a Master Lease dated October 30, 2003, as is more particularly defined in the Sublease having an address of 1 Alhambra Plaza, Suite 617, Coral Gables, FL 33134 (the “Premises”); and

WHEREAS, the Sublease is to expire on September 30, 2014, and Sublessor and Sublessee desire to extend the term of the Sublease as follows:

NOW THEREFORE, in consideration of these promises, the covenants and conditions contained herein, ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sublessor and Sublessee agree as follows:

1. **Recitals.** The foregoing Recitals are true and correct and form a part of the Sublease.
2. **Defined Terms.** All initially capitalized terms not defined herein shall have the meanings assigned to such terms in the Sublease.
3. **Term.** The Term of the Sublease shall be extended from October 1, 2014 and shall expire on September 30, 2015 (“Extension Term”).
4. **Renewal and Termination Rights.** Sublessee shall have three (3) additional one (1) year options to renew on the same terms and conditions herein except that Base Rental shall increase by three percent (3%) per year for each renewal year. To exercise an option to renew, Sublessee shall give Sublessor at least three (3) months’ prior written notice prior to commencement of the applicable renewal period.

Notwithstanding anything to the contrary herein, Sublessor may elect to terminate this Sublease upon at least four (4) months’ prior written notice, provided the termination date shall not be earlier than September 30, 2015.

5. **Broker.** Sublessor and Sublessee warrant and represent to each other that there is no real estate broker involved in this Amendment, and that there has been no dealing with any other real estate broker or salesman in connection with this Amendment, and each indemnifies the other from claims for compensation from any other persons relating to this Amendment. This indemnification obligation shall survive expiration or earlier termination of the Sublease.
6. **Construction:** To the extent the terms of the Sublease conflict with the terms of this Amendment, the terms of the Amendment shall control. The terms of the Sublease, which are not modified by this Amendment, shall remain unchanged. This Amendment shall be governed by and construed in accordance with the laws of the State of Florida and venue for any action arising hereunder or under the Lease shall lie in Miami-Dade County, Florida. All parties acknowledge that each has contributed substantially to the material content of this Amendment, and this Amendment shall not be construed more strictly against one party than the other merely because this document may have been prepared by one party.

Sublessor and Sublessee have executed this Amendment on the ____ of _____, 2014.

Witness: **SUBLESSOR:** Fragomen, Del Rey, Bernsen & Loewy LLP

_____ By: _____

Print Name: _____ Its: _____

Print Name: _____

Witness:

Print Name: _____

Print Name: _____

Attest: _____

Walter J. Foeman, City Clerk

SUBLESSEE: City of Coral Gables

By: _____

Carmen Olazabal, Interim City Manager

Approved as to Form and Legal Sufficiency:

Craig E. Leen, City Attorney