

**AMENDMENT TO LEASE AGREEMENT**

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

**THIS AMENDMENT** (the “Amendment”) to the Lease Agreement (the “Lease”) dated December 17, 2020, is made and entered into to be effective as of the \_\_\_\_\_ day of \_\_\_\_\_ 2022, by and between the City of Pensacola, a municipal corporation of the State of Florida whose principal offices are located at 222 W. Main Street, Pensacola, FL 32502 (the “City” or “Lessor”) and Monument to Women Veterans, Inc., (the “Lessee”), a Florida not-for-profit corporation whose principal offices are located at 1297 Ceylon Drive, Gulf Breeze, FL 32563.

WHEREAS, the City owns the real property known as the Amtrak Train Station and parking lot located at 980 East Heinberg Street (“Property”); and

WHEREAS, the City entered into a Lease Agreement with the Lessee, effective as of December 17, 2020, for the Lessee’s intention of using the Property as a monument to women veterans, with a multipurpose museum, gift shop, conference center, and cultural and educational center in furtherance of such purpose; and

WHEREAS, the Lessee now seeks to amend the terms of the Lease Agreement in regards to the removal of milestones for fundraising and construction planning activities.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements herein contained, and for other good and valuable consideration the sufficiency and delivery of which is hereby acknowledged, the City and the Lessee agree as follows:

1. Recitals: The foregoing recitals are true and correct and are hereby incorporated herein by reference. Capitalized terms in this Amendment shall have the respective meanings assigned to them in the Lease unless another meaning is hereby intended in the terms of this Amendment.
2. Upon approval by the City of Pensacola, this Amendment shall be effective as of the date written above. Upon the effective date, the following amendments to the Lease shall be made:
  - a. Section 5 pertaining to Termination shall be removed in its entirety and replaced by the following text:

Lessor may terminate this Lease Agreement for (i.) nonperformance in completion of improvements, (ii.) notification of the resumption of passenger train services by Amtrak or its successive entity, or (iii.) any of the voidable conditions in Section 20 of the Lease Agreement, at any time upon providing Lessee with written notice of its intent to terminate the Lease delivered sixty (60) calendar days in advance of the effective date of termination.

- b. Section 6 pertaining to Lease Payments shall be amended to remove Section 6(B) Subsequent Lease Payments in its entirety and replaced by the following text:

The Lessor will establish the market rate lease amount for the property via a State-certified Real Estate Appraiser, and Lessee shall pay the market rate of lease payments. Lease payments may be made by the Lessee on a monthly basis for the duration of the lease, or the Lessee can pay for the year at one time in a lump sum. Credit for all sufficiently-documented funds expended by the Lessee and in-kind contributions received by the Lessee on Lessor-approved capital improvements to the Property will be applied towards the lease payments. Expenditure documentation and receipts for cash, in-kind contributions, or any other non-cash contribution will be evaluated and accepted for credit at the sole discretion of the Lessor.

3. All other sections, subsections, terms and conditions of the Lease shall remain in full force and effect.

IN WITNESS HEREOF, the Parties hereto have executed this Amendment in multiple original copies to be effective as of the date first above written.

CITY OF PENSACOLA  
A municipal corporation, Lessor

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

By: \_\_\_\_\_  
Grover C. Robinson, IV, Mayor

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by Grover C. Robinson, IV, the Mayor of the City of Pensacola, a municipal corporation, for an on behalf of the City, and who is personally known to me.

Witnesses:  
Signature \_\_\_\_\_  
Printed Name \_\_\_\_\_

Signature \_\_\_\_\_  
Printed Name \_\_\_\_\_

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Attest:  
\_\_\_\_\_  
Ericka L. Burnett, City Clerk

NOTARY PUBLIC  
\_\_\_\_\_  
Name

Legal in form and valid as drawn:  
\_\_\_\_\_  
Charles V. Pepler, City Attorney

\_\_\_\_\_  
[Type or print Name]  
My Commission Expires:

MONUMENT TO WOMEN VETERANS  
INC., Non-profit organization, Lessee

By: \_\_\_\_\_  
Michelle Caldwell, President

Witnesses:

Signature \_\_\_\_\_  
Printed Name \_\_\_\_\_

Signature \_\_\_\_\_  
Printed Name \_\_\_\_\_

Attest:

\_\_\_\_\_  
Secretary

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by Michelle Caldwell, the President of Monument to Women Veterans, a Florida not for profit corporation, for and on behalf of the corporation and who is personally known to me or has produced \_\_\_\_\_ as identification.

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

NOTARY PUBLIC

\_\_\_\_\_  
Name

\_\_\_\_\_  
[Type or print Name]  
My Commission Expires: