

SECOND AMENDMENT TO LICENSE AGREEMENT

THIS SECOND AMENDMENT TO LICENSE AGREEMENT (the “Amendment”) is made and entered into as of the Signature Date but effective as of May 10, 2023 by and between **THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES** (“Licensor” or “FIU”) and **THE CITY OF NORTH MIAMI BEACH** (“Licensee”).

WITNESSETH:

WHEREAS, Licensor and Licensee entered into that certain License Agreement effectively dated May 10, 2019, as amended by that certain First Amendment to License Agreement effectively dated May 28, 2021 (the “Agreement”) for the purpose of operating a Transfer Station; and

WHEREAS, the Term Expiration Date is May 9, 2023; and

WHEREAS, the parties desire to extend the Term of the Agreement upon and subject to the terms of this Amendment.

NOW THEREFORE, for and in consideration of the premises hereof, the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, FIU and Licensee do hereby agree as follows:

1. Recitals; Defined Terms. The recitals above are true and correct and are incorporated into this Amendment by this reference. Any capitalized but undefined terms used herein shall have the meaning assigned to them in the Agreement.

2. Amendment to Agreement. This Amendment shall amend the Agreement as set forth herein. Except as otherwise expressly modified by this Amendment, the provisions of the Agreement are hereby expressly confirmed and ratified. Any inconsistency or conflict between the Agreement and this Amendment shall be governed by the terms of this Amendment. All references to the “Agreement” shall mean the Agreement, as amended by this Amendment.

3. Extension of Term. The parties hereby agree to extend the Term of the Agreement. The new Term Expiration Date shall be November 30, 2025, unless terminated earlier pursuant to the terms of the Agreement.

4. Signature Date. The “Signature Date” of this Amendment shall be the date upon which the last party to execute this Amendment has done so, as evidenced by the date noted below its signature.

5. Counterparts. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument. A facsimile or electronically transmitted signature shall be deemed to constitute an original signature for the purposes of this Amendment.

6. Negotiations of Amendment. The drafting and negotiation of this Amendment has been participated in by each of the parties, and for all purposes, therefore, this Amendment shall be deemed to have been drafted jointly by each of the parties.

7. Severability. If any clause or provision of this Amendment is illegal, invalid or unenforceable under present or future laws, it is the intention of the parties that the remainder of this Amendment shall not be affected thereby.

[SIGNATURE PAGES FOLLOWS]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal the day and year first above written.

LICENSOR:

**THE FLORIDA INTERNATIONAL
UNIVERSITY BOARD OF TRUSTEES**

By: _____
Name: _____
Title: _____
Date: _____

LICENSEE:

THE CITY OF NORTH MIAMI BEACH

By: _____
Name: _____
Title: _____
Date: _____