

## **SECOND AMENDMENT TO LOAN AGREEMENT**

SECOND AMENDMENT (this “Second Amendment”) dated as of \_\_\_\_\_, 2021 to the LOAN AGREEMENT dated as of December 5, 2018, as amended by the First Amendment dated as of August 3, 2020 (collectively, the “Loan Agreement”) by and between the City of Miami Beach, Florida, a municipal corporation in the State of Florida, and its successors and assigns (the “Borrower”), and Raymond James Capital Funding, Inc., and its successors and assigns (the “Lender”).

The parties hereto, intending to be legally bound hereby and in consideration of the mutual covenants hereinafter contained, DO HEREBY AGREE as follows:

### **ARTICLE I**

#### **AMENDMENT**

Section 1.01. Definitions. Capitalized terms used in this Second Amendment shall have the meanings as set forth in the Loan Agreement.

Section 1.02. Amendment. The definition of “Final Advance Date” in Section 1.01 of the Loan Agreement is hereby amended and restated to read as follows:

“Final Advance Date” means September 30, 2022.

### **ARTICLE II**

#### **MISCELLANEOUS**

Section 2.01. Effect of Second Amendment. Except as specifically amended by this Second Amendment, the Loan Agreement shall remain in full force and effect and is hereby ratified and affirmed by the Borrower and the Lender. The Borrower hereby reaffirms its agreement to observe and perform each covenant and obligation of the Borrower contained in the Loan Agreement. In order to induce the Lender to execute and deliver this Second Amendment, the Borrower hereby makes each of the representations and warranties contained in the Loan Agreement as of the date hereof, except those made as of a specific date. [The Borrower shall pay the fees and expenses of, or incurred by counsel to, the Lender in connection with the review and delivery of this Second Amendment.]

Section 2.02. Governing Law. This Second Amendment is a contract made under the laws of the State of Florida and shall be governed and construed in accordance with such laws.

Section 2.03. Counterparts. This Second Amendment may be executed in several counterparts, each of which shall be an original and all of which shall constitute one instrument.

Section 2.04. Binding Effect. This instrument shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns subject to the limitations contained herein.

Section 2.05. Section Headings. Section headings in this Second Amendment are for convenience of reference only, shall not constitute part of this Second Amendment and shall not be used to continue the meaning or intent of the provisions hereof.

IN WITNESS WHEREOF, the parties have executed this Second Amendment to be effective between them as of the date set forth above.

CITY OF MIAMI BEACH, FLORIDA

By: \_\_\_\_\_  
Name: Dan Gelber  
Title: Mayor

Attest

By: \_\_\_\_\_  
Name: Rafael E. Granado  
Title: City Clerk

RAYMOND JAMES CAPITAL  
FUNDING, INC.

By: \_\_\_\_\_  
Name: Chad E. Colby  
Title: Senior Vice President and  
Managing Director