

SECOND AMENDMENT TO CREDIT AGREEMENT

This SECOND AMENDMENT TO CREDIT AGREEMENT (the “Second Amendment”) made and entered as of October ___, 2024, by and between CITY OF BELLE ISLE, FLORIDA (“Borrower”) and SOUTHSTATE BANK, N.A. (“Bank”), amends the Credit Agreement entered as of January 15, 2019, between the Borrower and the Bank, as successor to CenterState Bank, N.A. (as amended, the “Credit Agreement”).

RECITALS

WHEREAS, Borrower and Bank have previously amended the Credit Agreement pursuant to that certain First Amendment to Credit Agreement dated as of December 19, 2023, in order to extend the Expiration Date to October 19, 2024; and

WHEREAS, Borrower has requested that Bank extend the revolving Line of Credit and further amend the Credit Agreement, and Bank has agreed to an extension of one year on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

I. AMENDMENT TO CREDIT AGREEMENT

1.01 Section 1.03 of the Credit Agreement is hereby amended to read as follows:

1.03 The Bank’s obligation to advance under the Note shall expire on October 19, 2025, unless renewed or extended by Bank in writing and in its sole discretion upon terms then satisfactory to Bank (as stated or so extended, but not later than October 19, 2028, “Expiration Date”). The Bank’s obligation to advance under the Note shall be suspended for such time as the Borrower is in Default (without regard to any applicable notice requirement or grace period) under the Note or this agreement.

II. ADDITIONAL PROVISIONS

2.01 All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, to the parties at the following addresses:

Borrower: City of Belle Isle, Florida
1600 Nela Avenue
Belle Isle, Florida 32809-6199
Attention: City Manager

Bank: SouthState Bank, N.A.
1500 Lee Rd.
Winter Park, FL 32789
Attention: John C. Wayne

Either of the above parties may, by notice in writing given to the others, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

2.02 The amendments to the Credit Agreement set forth herein shall be effective as of October 19, 2024.

2.03 Except as expressly modified herein, the parties acknowledge that all other terms and provisions of the Credit Agreement remain unmodified, and the Credit Agreement is hereby ratified and affirmed and remains in full force and effect.

2.04 This agreement may only be amended by a written instrument executed by Borrower and Bank.

2.05 This agreement shall be binding upon Borrower and Bank and shall inure to the benefit of Borrower and Bank and their respective successors and assigns.

2.06 This agreement and the Note represent the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent agreements of the parties. There are no unwritten agreements between the parties.

2.07 This agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Second Amendment may be delivered by the exchange of signed signature pages by facsimile transmission or by e-mail with a pdf copy or other replicating image attached, and any printed or copied version of any signature page so delivered shall have the same force and effect as an originally signed version of such signature page.

2.08 This agreement shall be governed by and construed in accordance with the laws of the State.

2.09 Waiver of Jury Trial. To the extent permitted by applicable law, each of Borrower and Bank knowingly, voluntarily and intentionally waives any right each may have to a trial by jury in respect of any litigation based on, or arising out of, under or in connection with this agreement, the Note or any agreement contemplated to be executed in connection with this agreement, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of any party with respect hereto. This provision is a material inducement to Bank to enter into this agreement.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO SECOND AMENDMENT TO CREDIT AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement as of the date first above written.

CITY OF BELLE ISLE, FLORIDA

(SEAL)

By: _____
Rick J. Rudometkin, CPM, ICMA-CM,
City Manager

ATTEST:

By: _____
Yolanda Quiceno, CMC, City Clerk

SOUTHSTATE BANK, N.A.

By: _____
John C. Wayne, Senior Vice President