

FIFTH AMENDMENT TO IN-LIEU OF PARKING FEE PAYMENT AGREEMENT

WHEREAS, the City of Oakland Park, a Florida municipal corporation (the "City") and Greenwheel LLC, a Florida limited liability company (the "Greenwheel") entered into an Payment In-Lieu of Parking Fee agreement (the "Original Agreement") dated May 17, 2017; and

WHEREAS, the City and Greenwheel entered into a First Amendment to the Payment in Lieu of Parking Fee agreement approved via Resolution 2018-99; and

WHEREAS, the City and Greenwheel entered into a Second Amendment to the Payment in Lieu of Parking Fee agreement granting deferment of the first payment to July 18, 2020; and

WHEREAS, the City and Greenwheel entered into a Third Amendment to the Payment in Lieu of Parking Fee agreement granting deferment of the first payment to July 18, 2021; and

WHEREAS, the City and Greenwheel entered into a Fourth Amendment to the Payment in Lieu of Parking Fee agreement granting deferment of the first payment to July 18, 2022; and

WHEREAS, Greenwheel has requested a deferment of the first payment to July 18, 2023 due to the COVID-19 global pandemic; and

WHEREAS, the City and Greenwheel desire to enter into a Fifth Amendment to the Payment In-Lieu of Parking Fee agreement.

NOW THEREFORE, in consideration of the mutual covenants, the City and Greenwheel do agree to enter into this Fifth Amendment to provide that:

1. The aforementioned Whereas clauses are hereby ratified and confirmed.
2. Greenwheel agrees and acknowledges that it shall pay to the City a fee of One Hundred Forty Thousand Dollars (\$140,000) ("Downtown Mobility Fee") as consideration of the deficiency of twenty (20) parking spaces. Monthly payments shall begin on October 18, 2023 to be paid over the 14 years, as shown in the attached Exhibit A, with a total amount due and payable of \$140,000. Greenwheel shall be permitted to accelerate partial or full repayment at any time during the scheduled 14 years.
3. Greenwheel agrees to pay an annual administrative fee in addition to the monthly payment. The administrative fee shall be due and payable on October 18th of each year of the agreement. For years 1-4, the amount of the administrative fee due and payable shall be \$250.00; for years 5-9, the administrative fee shall increase to \$300.00; for years 10-14 the administrative fee shall increase to \$350.00. The total administrative fee

amount due and payable is shown in the attached Exhibit A and shall be the sum of \$4,250.00. The administrative fee amount shall only be applicable so long as the Downtown Mobility Fee is outstanding. In the event of full repayment by Greenwheel prior to the 14th year, the administrative fee shall not be considered due and payable for the remaining years.

4. In the event of any inconsistencies between this Agreement, the First Amendment, Second Amendment, Third Amendment, Fourth Amendment and the Original Agreement, the provisions contained in this Fifth Amendment shall prevail. In all other respects, the terms and provisions of the Agreement are ratified and confirmed.
5. Section 3(h) of the Original Agreement is hereby amended in its entirety as follows:

Any payment referenced herein shall be paid no later than three (3) calendar days from the due date. Any payment referenced herein that remains unpaid ten (10) calendar days from the due date shall be subject to a delinquency charge of \$50.00. Any payment referenced above not made within thirty (30) calendar days from the due date shall constitute an event of default and begin to accrue interest at the highest rate allowed under Florida law as may be amended from time to time.

6. In the event Greenwheel defaults under the payment provisions herein, the City shall thereby be entitled to accelerate all remaining payments, demand payment, and file suit seeking all payments due, interest, costs, and attorneys' fees, and all other available remedies including a revocation of the business tax license resulting in an immediate cessation of the business operations on the Property.

GREENWHEEL, LLC

Date: _____

Date: 8/18/2022

EXHIBIT A
(Payment Schedule)

Year	Monthly Fee Payment	Annual Fee Payment	Administrative Fee
1	\$834.00	\$10,008.00	\$250.00
2	\$834.00	\$10,008.00	\$250.00
3	\$834.00	\$10,008.00	\$250.00
4	\$834.00	\$10,008.00	\$250.00
5	\$834.00	\$10,008.00	\$300.00
6	\$834.00	\$10,008.00	\$300.00
7	\$834.00	\$10,008.00	\$300.00
8	\$834.00	\$10,008.00	\$300.00
9	\$834.00	\$10,008.00	\$300.00
10	\$834.00	\$10,008.00	\$350.00
11	\$834.00	\$10,008.00	\$350.00
12	\$834.00	\$10,008.00	\$350.00
13	\$834.00	\$10,008.00	\$350.00
14*	\$824.67	\$9,896.00	\$350.00
	Totals	\$140,000.00	\$4,250.00
*Final Payment of \$824.63.			