

## First Lease Amendment

This First Amendment to Lease Agreement (“*First Amendment*”) is dated to be effective as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (“*Effective Date*”) and entered by and between 521 NE 4<sup>th</sup> Ave LLC, a Florida limited liability company, whose principal address is 3921 Alton Road, STE. 106, Miami Beach, FL, 33140 (“*Landlord*”) and the City of Fort Lauderdale, a municipal corporation of the State of Florida, whose principal address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301 (“*Tenant*” or “*City*”),

### Background

**WHEREAS**, City and Landlord desire to enter into this First Amendment for the purpose of amending the Lease, subject to the terms and conditions set forth herein.

### Agreement

**NOW, THEREFORE**, in consideration for the covenants and conditions of this First Amendment and for other good and valuable consideration, the receipt and sufficiency of which are hereby conclusively acknowledged, City and Landlord agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein as a material part hereof.
2. **Defined Terms.** All undefined capitalized terms used herein shall have the same meanings as defined in the Lease.
3. **New Section 36(f.) is added to the Lease as follows: Annual Budgetary Funding/Cancellation.** This Lease and all obligations of Tenant hereunder are subject to and contingent upon annual budgetary funding and appropriations by the City of Fort Lauderdale Board of City Commissioners. Notwithstanding anything contained in this Lease to the contrary, Tenant may cancel this Lease for any reason upon ninety (90) days prior written notice to Landlord.
4. **Tenant Improvements.** Section 3 of the Lease Agreement (“Lease”) called for a ‘turnkey’ buildout as shown in Exhibit B of the Lease. The parties hereby amend Section 3 to include new impact windows, impact doors and procurement and installation of a new 100 KW gas generator. Landlord shall install impact windows, doors and generator in accordance with Section 3 of the Lease (the “Additional Tenant Improvements”). The cost of the generator is One Hundred Ten Thousand Two Hundred Eighty Two and 80/100 Dollars (\$110,282.80) and the cost of the impact windows and doors is Sixty Seven Thousand Eight Hundred Ninety Seven and 52/100 Dollars \$67,897.52. Landlord has agreed to pay for Twenty Five (25%) Percent of the cost of the impact windows and doors, in the amount of \$16,974.38. Tenant agrees to pay the balance of the Additional Tenant Improvements in the amount of \$161,205.94 as Additional Rent for the first two years of the term of the Lease payable in accordance with the following schedule: Six Thousand Nine Hundred Eighty Two and 48/100 Dollars (\$6,982.48) during months 1-12, and Six Thousand Four Hundred Fifty One and 35/100 Dollars (\$6,451.35) for months 13-24, as Additional Rent payable monthly, plus any additional sales tax as more particularly described provided in the rent schedule below. No broker leasing commissions shall be due for Additional Rent described and detailed in this Amendment. In the event that Tenant exercises the Right to Terminate, the unamortized cost of the Additional Tenant Improvements shall be included in the termination fee.

	month 1	month 2	month 3	month 4	month 5	month 6	month 7	month 8	month 9	month 10	month 11	month 12
Base Rent	\$ 17,704.21	\$ 17,704.21	\$ 17,704.21	\$ 17,704.21	\$ 17,704.21	\$ 17,704.21	\$ 17,704.21	\$ 17,704.21	\$ 17,704.21	\$ 17,704.21	\$ 17,704.21	\$ 17,704.21
Additional Rent	\$ 6,982.48	\$ 6,982.48	\$ 6,982.48	\$ 6,982.48	\$ 6,982.48	\$ 6,982.48	\$ 6,982.48	\$ 6,982.48	\$ 6,982.48	\$ 6,982.48	\$ 6,982.48	\$ 6,982.48
Total Rent	\$ 24,686.68	\$ 24,686.68	\$ 24,686.68	\$ 24,686.68	\$ 24,686.68	\$ 24,686.68	\$ 24,686.68	\$ 24,686.68	\$ 24,686.68	\$ 24,686.68	\$ 24,686.68	\$ 24,686.68
	month 13	month 14	month 15	month 16	month 17	month 18	month 19	month 20	month 21	month 22	month 23	month 24
Base Rent	\$ -	\$ 18,235.33	\$ 18,235.33	\$ 18,235.33	\$ 18,235.33	\$ 18,235.33	\$ 18,235.33	\$ 18,235.33	\$ 18,235.33	\$ 18,235.33	\$ 18,235.33	\$ 18,235.33
Additional Rent	\$ 6,451.35	\$ 6,451.35	\$ 6,451.35	\$ 6,451.35	\$ 6,451.35	\$ 6,451.35	\$ 6,451.35	\$ 6,451.35	\$ 6,451.35	\$ 6,451.35	\$ 6,451.35	\$ 6,451.35
Total Rent	\$ 6,451.35	\$ 24,686.69	\$ 24,686.69	\$ 24,686.69	\$ 24,686.69	\$ 24,686.69	\$ 24,686.69	\$ 24,686.69	\$ 24,686.69	\$ 24,686.69	\$ 24,686.69	\$ 24,686.69

5. **Right Of First Refusal:**

- A. Only during the initial term of this Lease (and not during any option terms), Tenant shall have the right of first refusal to purchase the Property from the Landlord upon the same terms and conditions, except as provided below, as are contained in any bona fide offer received by and acceptable to the Landlord from any third party. Upon receipt of such offer, Landlord shall, within five days from receipt of said offer, notify Tenant in writing of the terms and conditions of said offer, and Tenant shall have seven (7) business days after receipt of said notice to exercise this right of first refusal. In the event Tenant fails to exercise said right of first refusal, Landlord shall be free to consummate the transaction contained in the offer provided to Tenant; provided, however, that in the event any of the material terms and conditions of the offer are materially changed to be more favorable to such offeror by an agreement between the Landlord and such offeror, Landlord shall be obligated to repeat the procedure set forth in this paragraph. For the purposes of this Section only, a reduction of the purchase price by 5% or less shall not be deemed to be a material change.
- B. The total purchase price shall be paid by Tenant at the time of the transfer of title to the Premises. Landlord shall transfer title to the Premises to Tenant by special warranty deed within sixty (60) days after receipt of the date of Tenant's exercise of the first right of refusal, but in no event later than the date of the expiration of this Lease. This option is expressly conditioned upon the Lease being in good standing and the Tenant not being in default under any of the terms or obligations hereof (or being in breach of the lease which would ripen into default with the passage of time). The Premises shall be sold to Tenant in "as is" condition, subject to the City's standard Purchase and Sale Agreement (a copy of which has been provided to the Landlord) to the extent applicable and acceptable to the Seller it being understood the Landlord shall have no obligations for repair or improvement and Landlord shall have no obligations for repair or improvement. This Lease and all of the rights and obligations of Landlord and Tenant shall remain in full force and effect until the transfer of title and the payment of the purchase price. Upon Tenant's exercise of this option and the transfer of title to the Property to Tenant, this Lease shall terminate.
- C. This right of first refusal to purchase the Property is personal to the initially named Tenant under this Lease and shall not be transferrable to any permitted assignee of this Lease, nor to any successor to Tenant by operation of law, merger, or otherwise. The right of first refusal hereunder shall terminate upon (i) Landlord's sale of the Property after Tenant has declined to exercise its right of first refusal, or (ii) Tenant's failure to timely close the purchase of the Property after its exercise of its right of first refusal. If Tenant does not exercise its right of first refusal or exercises its right of first refusal and does not close, the right of first refusal hereunder shall terminate.

6. **Ratification of Lease; Counterparts.** All other provisions of the Lease shall remain unchanged and in full force and effect. City and Lessee do hereby ratify and confirm the Lease, as modified herein. This First Amendment may be signed in counterparts, each of which shall be deemed an original, all of which together shall constitute one complete agreement.
7. **Conflict.** If any of the provisions of this First Amendment conflict with the Lease, then this First Amendment shall control.
8. **Effectiveness.** This First Amendment shall not be effective until it is executed by, and delivered to, both City and Landlord.
9. **Authority.** City and Landlord each warrant to the other that the person or persons executing this First Amendment on its behalf has or have authority to do so and that such execution has fully obligated and bound such party to all terms and provisions of this First Amendment.

[Signature Pages to Follow]

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

**LANDLORD**

Signed, sealed and delivered in the presence of:  
WITNESS

521 NE 4TH AVE, LLC, a Florida limited liability company,

\_\_\_\_\_  
[Witness Print Name]\_\_\_\_\_

\_\_\_\_\_  
[Witness Print Name]\_\_\_\_\_

By: \_\_\_\_\_  
Arthur Bartholomew, Manager

\_\_\_\_ day of \_\_\_\_\_, 2019

ATTEST:

By: \_\_\_\_\_  
Secretary

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019 by Arthur Bartholomew, Manager of 521 NE 4th Ave, LLC, a Florida limited liability company and authorized to do business in the State of Florida, on behalf of the company. He is personally known to me or has produced \_\_\_\_\_ as identification and did not (did) take an oath.

(SEAL)

\_\_\_\_\_  
Name of Notary Typed, Printed or Stamped

My Commission Expires: \_\_\_\_\_

My Commission Number: \_\_\_\_\_

**TENANT**

WITNESSES:

**CITY OF FORT LAUDERDALE,**  
a municipal corporation of the State of Florida

\_\_\_\_\_  
[Witness Print Name]

By: \_\_\_\_\_  
Dean J. Trantalis, Mayor

\_\_\_\_\_  
[Witness Print Name]:

By: \_\_\_\_\_  
Christopher J. Lagerbloom, City Manager

ATTEST:

APPROVED AS TO FORM:  
Alain E. Boileau, City Attorney

\_\_\_\_\_  
Jeffrey A. Modarelli, City Clerk

By: \_\_\_\_\_  
James Brako, Assistant City Attorney

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this \_\_\_\_\_, 2019 by Dean J. Trantalis, Mayor of Fort Lauderdale, a municipal corporation of Florida. He is personally known to me or has produced \_\_\_\_\_ as identification.

(SEAL)

\_\_\_\_\_  
Name of Notary Typed, Printed or Stamped

My Commission Expires: \_\_\_\_\_

My Commission Number: \_\_\_\_\_

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this \_\_\_\_\_, 2019 by Christopher J. Lagerbloom, City Manager of Fort Lauderdale, a municipal corporation of Florida. He is personally known to me or has produced \_\_\_\_\_ as identification.

(SEAL)

\_\_\_\_\_  
Name of Notary Typed, Printed or Stamped

My Commission Expires: \_\_\_\_\_

My Commission Number: \_\_\_\_\_