

FIRST AMENDMENT TO COMPREHENSIVE AGREEMENT

BETWEEN

CITY OF FORT LAUDERDALE

AND

MIAMI BECKHAM UNITED, LLC

This First Amendment shall amend that Comprehensive Agreement, dated July 18, 2019 (the "Agreement") by and between the CITY OF FORT LAUDERDALE, a Florida municipal corporation ("CITY") and MIAMI BECKHAM UNITED, LLC, a Delaware limited liability company ("MIAMI BECKHAM"), as follows:

RECITALS

WHEREAS, under Article 3 of the Agreement, MIAMI BECKHAM is required to complete certain improvements upon the Inter Miami Site and Community Site, as part of the Qualified Project, by a date certain; and

WHEREAS, as a result of circumstances beyond the control of MIAMI BECKHAM, including but not limited to the COVID pandemic, MIAMI BECKHAM is unable to complete the Community Site Improvement, as defined in the Agreement, on or before July 18, 2022; and

WHEREAS, MIAMI BECKHAM and CITY agree that the Effective Date of the Comprehensive Agreement is July 18, 2019; and

WHEREAS, both MIAMI BECKHAM and CITY are desirous of providing one (1) additional year to permit MIAMI BECKHAM to complete the Community Site Improvement, as defined in the Agreement;

NOW, THEREFORE, in consideration of the foregoing, the Parties agree as follows:

TERMS

1. The Recitals are true and correct and hereby incorporated herein.
2. The Parties agree that the deadline for MIAMI BECKHAM to complete the Community Site Improvement, as defined in the Agreement, pursuant to Article 3 has been extended for one (1) additional year, until July 18, 2023.
3. The Parties agree that Section 3.04 of the Agreement is deleted and replaced with the following:

MIAMI BECKHAM, at its expense, will complete, to both parties' reasonable satisfaction, the following improvements at the Inter Miami Site and Community Site, as part of the Qualified Project, within four (4) years from the Effective Date:

- a. Stadium, as defined in Section 1.02

- b. Training Facility, as defined in Section 1.02
- c. Community Site Improvement, as defined in Section 1.02

4. The Parties agree that Section 3.08(c) of the Agreement is deleted and replaced with the following:

- c. MIAMI BECKHAM shall use commercially reasonable efforts to complete the Community Site Improvement within four (4) years of the Effective Date of this Comprehensive Agreement; provided, however that the failure to complete the work within such four (4) year period shall not be considered a MIAMI BECKHAM Default hereunder. In the event MIAMI BECKHAM does not complete the work within such four (4) year period, CITY's sole remedy shall be to undertake the work on MIAMI BECKHAM's behalf at MIAMI BECKHAM's sole cost and expense.

5. Except as modified herein, all other terms and conditions of the Agreement are ratified and shall remain in full force and effect. In the event of a conflict, this First Amendment shall control.

IN WITNESS WHEREOF, the parties have made and executed this First Amendment to the Comprehensive Agreement on the respective dates under each signature: CITY OF FORT LAUDERDALE, through its CITY COMMISSION, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Commission action on the _____ day of July 2022, and MIAMI BECKHAM UNITED, LLC, signing by and through its Vice-President, duly authorized to execute same.

ATTEST:

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

David R. Soloman, City Clerk

By: _____
Dean J. Trantalis, Mayor

Date:

(CORPORATE SEAL)

APPROVED AS TO FORM:

By: _____
Christopher J. Lagerbloom, ICMA-CM
City Manager

Alain E. Boileau, City Attorney

Date: _____

MIAMI BECKHAM UNITED, LLC

By: _____
Pablo Alvarez, Vice-President

Date:

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2022, by Pablo Alvarez as Vice-President of Miami Beckham United, LLC.

(SEAL)

Signature of Notary Public – State of Florida

Print, Type, or Stamp Commissioned Name of
Notary Public

Personally Known ____ OR Produced Identification ____
Type of Identification Produced _____