Second Lease Amendment

This Second Amendment to Lease Agreement ("*Second Amendment*") is dated to be effective as of the 31st day of MAY, 20__ ("*Effective Date*") and entered by and between 521 NE 4Th 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, Landlord and City executed that certain Lease Agreement dated March 19, 2019 which was amended on December 6, 2019 by that certain First Amendment to Lease Agreement (collectively the "Lease Agreement") whereby Landlord leased to City the existing Premises; and

WHEREAS, City and Landlord desire to enter into this Second 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 Second 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. **Tenant Improvements.** Section 3 of the Lease Agreement ("Lease") called for a 'turnkey' buildout as shown in Exhibit B of the Lease and First Amendment to Lease. The parties hereby amend Section 3 and Section 5 of the Lease further to include framing, drywall, finishing, and painting of previously agreed to exposed CBS finish. Landlord shall install framing, drywall, finishing, and painting in accordance with Section 3 of the Lease (the "Additional Tenant Improvements"). The cost of the framing, drywall, finishing, and painting is Sixty-Six Thousand Dollars ($66,000.00). Landlord has agreed to pay for all of framing, drywall, finishing, and painting, upfront before occupancy. Tenant agrees to pay the balance of the Additional Tenant Improvements in the amount of Fifty-Six Thousand, Three Hundred and Sixty-Three and 60/100 Dollars ($56,363.60) in aggregate as Additional Rent during months 13, 25, & 37, which previously served as free rent months, as per the term of the Lease payable in accordance with the following schedule: Eighteen Thousand, Two Hundred and Thirty-Five and 33/100 Dollars ($18,235.33) for month 13, and Eighteen Thousand, Seven Hundred and Eighty-Two and 39/100 Dollars ($18,782.39) for month 25, and Nineteen Thousand, Three Hundred and Forty-Five and 78/100 Dollars ($19,345.78) for month 37 as Additional Rent payable during months 13, 25, & 37 respectively, plus any additional sales tax as more particularly described provided in the rent schedule below, together with any amounts that are due to Landlord for said month from Lease Agreement. 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	Additional Rent
Month 13	$ 18,235.33
Month 25	$ 18,782.39
Month 37	$ 19,345.87
Total	$ 56,363.60

4. **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 Second Amendment may be signed in counterparts, each of which shall be deemed an original, all of which together shall constitute one complete agreement.

5. **Conflict**. If any of the provisions of this Second Amendment conflict with the Lease, then this Second Amendment shall control. Except as superseded by this Second Amendment, all other terms and conditions of the Lease shall remain in full force and effect. The Lease and this Second Amendment contains the entire agreement of the parties with respect to the subject matter hereof

6. **Effectiveness**. This Second Amendment shall not be effective until it is executed by, and delivered to, both City and Landlord.

7. **Authority**. City and Landlord each warrant to the other that the person or persons executing this Second 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 Second 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

[Witness Print Name] David Bartholomew

[Witness Print Name] Sophia Allen

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

By: 521 NE 4TH MANAGER, LLC, a Florida limited liability company,

By: _____
Arthur Bartholomew, Manager

ATTEST:

By: _____
Secretary

STATE OF FLORIDA:
COUNTY OF Broward :

The foregoing instrument was acknowledged before me, ☑ physical presence or □ online notarization, this 28 day of April, 2020 by Arthur Bartholomew, Manager of 521 NE 4th Ave, Manager 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 or □ did take an oath.

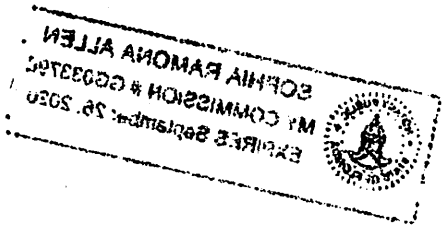
Notary Public signature

Sophia Allen
Name Typed, Printed or Stamped

SOPHIA RAMONA ALLEN
MY COMMISSION # GG033790
EXPIRES September 26, 2020

Personally Known X OR Produced Identification _____

Type of Identification Produced ID


SOPHIA RAMONA ALLEN
MY COMMISSION # GG933792
EXPIRES September 26, 2030

TENANT

WITNESSES:

[Witness Print Name] Katrina Skoundrianos

[Witness Print Name]: Donna Varisco

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

By: _____
Dean J. Trantalis, Mayor

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

ATTEST:

_____
Jeffrey A. Modarelli, City Clerk

APPROVED AS TO FORM:
Alain E. Boileau

By: _____
James Brako, Assistant City Attorney

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online, this 15th day of May, 2020, by DEAN J. TRANTALIS, Mayor of the City of Fort Lauderdale, a municipal corporation of Florida on behalf of the City of Fort Lauderdale.

Lynette LaShawn McIntosh
Notary Public Signature

Notary Public State of Florida
Lynette LaShawn McIntosh
My Commission GG 979713
Expires 04/19/2024

_____
Name of Notary Typed, Printed or Stamped

Personally Known ✓ OR Produced Identification _____

Type of Identification Produced _____

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this by means of ☑ physical presence or ☐ online, this 12 day of May, 2020, by CHRISTOPHER J. LAGERBLOOM, ICMA-CM, City Manager of the City of Fort Lauderdale, a municipal corporation of Florida on behalf of the City of Fort Lauderdale.

Erica Franceschi
Notary Public, State of Florida

Erica Frances Franceschi
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG307383
Expires 4/16/2023

FLORIDA NOTARY ASSOCIATION · SINCE 1978 ·

_____
Name of Notary Typed, Printed or Stamped

Personally Known ✓ OR Produced Identification _____

Type of Identification Produced _____