

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (the "Amendment"), is entered into on this _____ day of October, 2018 (the "Execution Date"), by and between **CITY OF FORT LAUDERDALE**, a municipal corporation of the State of Florida (the "LESSOR"), and the **YOUNG MEN'S CHRISTIAN ASSOCIATION OF SOUTH FLORIDA, INC.**, a Florida not-for-profit corporation (the "LESSEE").

RECITALS

A. LESSOR and LESSEE entered into that certain Lease Agreement dated October 9, 2017, as affected by Letter Agreement effective July 3, 2018 (collectively, the "Lease"), for the property located in Fort Lauderdale, Florida as more particularly described in the Lease. Capitalized terms used in this Amendment which are not specifically defined herein shall have the meanings given such terms in the Lease.

B. The parties are desirous of modifying and amending the Lease as hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and set forth in the Lease, together with other good and valuable consideration, the parties hereto agree to amend the Lease, with it being understood that the changes effectuated in this Amendment shall control in construing the aforesaid Lease to-wit:

1. The Recitals hereinabove contained are true and correct and are made a part hereof.
2. The Legal Description of the Leased Premises attached to the Lease as Exhibit "A", is hereby deleted and replaced with Exhibit "A" attached hereto and made a part hereof.
3. The Lease Date set forth in Section 3.2 of the Lease is October 9, 2017 (the "Lease Date") and LESSEE has satisfied Section 3.4.1 and Section 3.4.2(f) of the Lease.
4. Section 3.4.3 of the Lease is hereby deleted from and after the Execution Date and replaced with the following:

The Leased Premises is currently vacant and unoccupied, and as of October 24, 2018 (the "Effective Date"), LESSEE shall take possession of the Leased Premises and will demolish the existing improvements thereon (the "Demolition Project") within one hundred eighty (180) days from the Effective Date, at its sole costs and expense, in a good workmanlike manner in accordance with applicable ordinances and laws, and without any additional approvals from LESSOR, in its capacity as LESSOR. So long as all required permits are issued by the applicable municipal authority in the ordinary course of business and without significant delay, failure to complete the Demolition Project, within the timeframe contemplated herein, shall constitute an event of default under this Lease. Within thirty (30) days after the Effective Date, the parties will record a Memorandum of this Lease confirming the Effective Date, which will also contain the provisions required under Article 7 of this Lease.

5. The first sentence of section 3.4.2 is deleted and replaced with the following:

Within sixteen (16) months after the Effective Date, LESSEE, at its sole cost and expense, shall provide the LESSOR all of the following:

6. Section 3.4.4 of the Lease is hereby deleted from and after the Execution Date and replaced with the following:

Within two (2) years after the expiration of the Initial Development Milestone period, the LESSEE shall complete construction of the YMCA Facility and shall provide LESSOR with a copy of the Certificate of Occupancy from the applicable governing authority.

7. LESSEE hereby waives its right to conduct a Phase II Environmental Site Assessment pursuant to Section 5.6.4 of the Lease and both parties waive their right to terminate the Lease pursuant to Sections 5.6.3 and 5.6.4.

8. LESSOR and LESSEE hereby acknowledge that, based on LESSEE's decision to waive its rights under Section 5.6.4 to conduct a Phase II Environmental Site Assessment, no New Hazardous Substances were identified during the Possession Period.

9. LESSOR and LESSEE hereby acknowledge that, with regards to Section 5.8 of the Lease, Indemnitor shall be deemed to be the LESSEE and Indemnitee shall be deemed to be the LESSOR.

10. Except as otherwise set forth in this Amendment, the Lease shall remain in full force and effect in accordance with its terms and be binding on LESSOR and LESSEE, and their respective successors and assign. All references to the Lease shall mean the Lease as modified by this Amendment.

[SIGNATURE AND ACKNOWLEDGEMENT PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties have duly signed, sealed and executed this Amendment in the presence of the subscribing witnesses the day and year first above written.

AS TO LESSOR:

WITNESSES:

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

Print Name

By: _____
Dean J. Trantalis, Mayor

Print Name

By: _____
Lee R. Feldman, City Manager

Print Name

Print Name

(CORPORATE SEAL)

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

ATTEST:

By: _____
Lynn Solomon, Assistant City Attorney

Jeffrey A. Modarelli, City Clerk

The foregoing instrument was acknowledged before me this ____ day of _____ 2018, by Dean J. Trantalis, Mayor of the City of Fort Lauderdale, a municipal corporation of the State of Florida. He is personally known to me and did not take an oath.

(SEAL)

Notary Public, State of Florida

Printed Name of Notary
My Commission Expires: _____

STATE OF FLORIDA:
COUNTY OF
BROWARD:

The foregoing instrument was acknowledged before me this ____ day of _____ 2018, by Lee R. Feldman, City Manager of the City of Fort Lauderdale, a municipal corporation of the State Florida. He is personally known to me and did not take an oath.

(SEAL)

Notary Public, State of Florida

Printed Name of Notary
My Commission Expires: _____

WITNESSES:

Print Name:_____

Print Name:_____

Print Name:_____

Print Name:_____

CORPORATE
SEAL

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this ____day of_____ 2018, by Sheryl Woods, as President/CEO of Young Men's Christian Association of South Florida, Inc., a Florida not-for-profit corporation, on behalf of said corporation. She is personally known to me or produced _as identification and did not take an oath.

(SEAL)

AS TO LESSEE:

**YOUNG MEN'S CHRISTIAN
ASSOCIATION OF SOUTH
FLORIDA, INC.,** a Florida not-for-profit corporation

By:_____
Sheryl Woods, President/CEO

By:_____
Jacqueline Howe, Chairperson of the Board

ATTEST:

By:_____
Mark Russell, CFO

Notary Public, State of Florida

Printed Name of Notary
My Commission Expires:_____

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this _____ day of _____ 2018, by Jacqueline Howe, Chairperson of the Board of Young Men's Christian Association of South Florida, Inc., a Florida not-for-profit corporation, on behalf of said corporation. She is personally known to me or produced ___ as identification and did not take an oath.

(SEAL)

Notary Public, State of Florida

Printed Name of Notary
My Commission Expires: _____

EXHIBIT A
LEGAL DESCRIPTION OF THE LEASED PREMISES

Lots 1 through 16, inclusive, and Lots 42 through 50, inclusive, of Block 2 of LINCOLN PARK, according to the plat thereof recorded in Plat Book 5, Page 2 of the Public Records of Broward County, Florida, Less and Except road right-of-way for NW 6th Street, Less and Except the following described parcel:

A portion of Lots 5, 6, 7 and 8, Block "2", "LINCOLN PARK", according to the plat thereof, as recorded in Plat Book 5, Page 2 of the Public Records of Broward County, Florida; bounded on the east by the east line of said Lot 5, on the south by the north right-of-way line of Sistrunk Boulevard (Northwest 6th Street), a 70 foot right-of-way, as shown on that certain right-of-way map for Project Number 2423, Right-of-Way Number 105, on file in the office of the City Engineer of Fort Lauderdale at File Number 4-89-57, bounded on the west by the west line of said Lot 8 and on the north by a line parallel with and 5.00 feet north of, as measured at right angles, said north right-of-way line.

Together with the easterly half of that portion of vacated Northwest 14th Terrace, abutting Lots 12 through 16, Block 2, LINCOLN PARK, according to the plat thereof recorded in Plat Book 5, Page 2, as vacated by Ordinance No. C-00-6 recorded March 27, 2000 in O.R. Book 30363, Page 1209, Public Records of Broward County, Florida.

And

Lots 39 through 48, inclusive, of Block 3 of LINCOLN PARK, according to the plat thereof recorded in Plat Book 5, Page 2 of the Public Records of Broward County, Florida.

Together with the westerly half of that portion of vacated Northwest 14th Terrace, abutting Lots 12 through 16, Block 2, LINCOLN PARK, according to the plat thereof recorded in Plat Book 5, Page 2, as vacated by Ordinance No. C-00-6 recorded March 27, 2000 in O.R. Book 30363, Page 1209, Public Records of Broward County, Florida.