

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 5th day of July 2022, and MIAMI BECKHAM UNITED, LLC, signing by and through its Vice-President, duly authorized to execute same.

ATTEST:

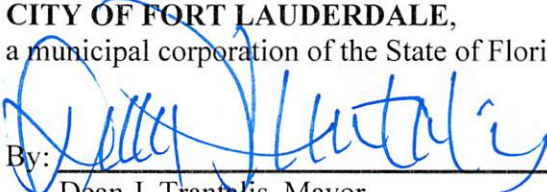


 David R. Soloman, City Clerk

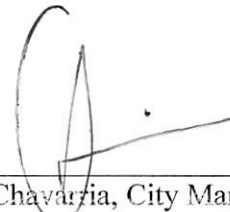


(CORPORATE SEAL)


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


 By: _____
 Dean J. Trantalis, Mayor

Date:


 By: _____
 Greg Chavarria, City Manager

APPROVED AS TO FORM:



 D'Wayne M. Spence
 Interim City Attorney

Date: 1/20/23

MIAMI BECKHAM UNITED, LLC

By: *Pablo*
Pablo Alvarez, Vice-President

Date: 3/7/23

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 7th day of March, 2023, by Pablo Alvarez as Vice-President of Miami Beckham United, LLC.

(SEAL)

Monica M. Carbonell
Signature of Notary Public – State of Florida

monica m. carbonell
Print, Type, or Stamp Commissioned Name of Notary Public

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





COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

2L

Today's Date: January 17, 2023

DOCUMENT TITLE: First Amendment to Comprehensive Agreement Between CFL and Miami Beckham United, LLC

COMM. MTG. DATE: 7/5/22 CAM #: 22-0698 ITEM #: M-2 CAM attached: YES NO

Routing Origin: CAO Router Name/Ext: Jolene C./5035 Action Summary attached: YES NO

CIP FUNDED: YES NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

1) City Attorney's Office: Documents to be signed/routed? YES NO # of originals attached: 2

Is attached Granicus document Final? YES NO Approved as to Form: YES NO

Date to CCO: 1/18/2023 D'Wayne M. Spence
Attorney's Name

DMS
Initials

3) City Clerk's Office: # of originals: 2 Routed to: Donna V./Aimee L./CMO Date: 01/18/23

4) City Manager's Office: CMO LOG #: JAN-37 Document received from: CCO 01/18/23

Assigned to: GREG CHAVARRIA ANTHONY FAJARDO SUSAN GRANT
GREG CHAVARRIA as CRA Executive Director

APPROVED FOR G. CHAVARRIA'S SIGNATURE N/A FOR G. CHAVARRIA TO SIGN

PER ACM: PER ACM: A. Fajardo (Initial/Date) S. Grant (Initial/Date)

PENDING APPROVAL (See comments below)

Comments/Questions: _____

Forward 2 originals to Mayor CCO Date: _____

5) Mayor/CRA Chairman: Please sign as indicated. Forward 2 originals to CCO for attestation/City seal (as applicable) Date: _____

6) City Clerk: Scan original and forwards 2 originals to: Jolene Chism/CAO

Attach certified Reso # YES NO

Original Route form to Jolene C./CAO