FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement ("***First Amendment***") is dated to be effective as of the 5th day of November, 2019 and entered by and between the City of Fort Lauderdale, a municipal corporation of the State of Florida, whose principal address is 100 North Andrews Avenue, Fort Lauderdale, Florida, 33301 (***"Lessor"*** or "***City***"), and Camelot of Ft. Lauderdale, LLC, a Florida limited liability company, whose principal address is 501 W. Bay Street, Jacksonville, Florida 32202 (hereinafter ***"Lessee"***).

Background

WHEREAS, City and Lessee entered into that certain Lease Agreement dated June 11, 2019, (CAM Number 19-0517, as supplemented, amended or modified from time to time, collectively, the "***Lease***"), pertaining to the Leased Premises, as such premises are further described in the Lease, and

WHEREAS, City and Lessee 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 Lessee 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. **TERM**. Section 2 of the Lease is hereby amended to extend the Term of the Lease for six (6) months until midnight on June 30, 2020. Beginning April 1, 2020, Tenant shall have the right to vacate the Premises and terminate the Lease by providing the Landlord with thirty (30) days prior written notice.

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 First 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 First Amendment conflict with the Lease, then this First Amendment shall control.

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

7. **Authority**. City and Lessee 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]

[AS TO CITY]

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

WITNESSES:

Mary J. Matthews
[Witness Print Name] Mary J. Matthews

Donna Varisco
[Witness Print Name]: Donna Varisco

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

By: _____
Christopher J. Lagerbloom, City Manager

APPROVED AS TO FORM:
Alain E. Boileau

By: James Brako
James Brako, Assistant City Attorney

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this NOVEMBER 26, 2019 by Christopher J. Lagerbloom, City Manager of the City of Fort Lauderdale, a municipal corporation of Florida. He is personally known to me or has produced NA as identification.

(SEAL)

Sharon K Coryell
Notary Public, State of Florida
(Signature of Notary taking Acknowledgment)

SHARON K CORYELL
Printed or Typed Name of Notary Public
My Commission Expires: APRIL 16, 2020
Commission Number: FF 956855

SHARON K CORYELL
MY COMMISSION # FF956855
EXPIRES April 16, 2020
(407) 398-0153 FloridaNotaryService.com

SHARON K CORYELL
MY COMMISSION # FF 958855
EXPIRES April 16, 2020
(407) 398-0153 FloridaNotaryService.com

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the date first above written.

Signed, sealed and delivered
in the presence of:

Samara A. Atkins
[Samara A. Atkins]Print Name

Cynthia L Crowe
[Cynthia L Crowe]Print Name

CAMELOT OF FT. LAUDERDALE, LLC, a Florida limited liability company by Philip A. Buhler, its Managing Member, by John S. Duss, IV, its agent and attorney-in-fact, by Special Power of Attorney dated December 28, 2017

John S Duss IV
JOHN S. DUSS, IV

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 5th day of November, 2019, by Phillip A. Buhler, Managing Member of Camelot of Ft. Lauderdale, LLC, a Florida limited liability company, by John S. Duss, IV, its agent and attorney-in-fact, by Special Power of Attorney dated December 28, 2017, on behalf of same.

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Wendy L Mowrey
Notary Public, State and County aforesaid
My commission expires:
Commission No.:

Notary Public State of Florida
Wendy L Mowrey
My Commission GG 014250
Expires 10/30/2020

He/ She: (please check appropriate statement)
✓ is personally known to me
_____ produced identification (specify type)

_____

2 (L) (6)

COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM
Today's Date: 11/25/2019

DOCUMENT TITLE: FIRST AMENDMENT TO LEASE AGREEMENT FOR WELLNESS CENTER

COMM. MTG. DATE: 7/9/2019 **CAM #:** 19-0684 **ITEM #:** CR-1 **CAM attached:** ☒ YES ☐ NO

Routing Origin: CAO **Router Name/Ext:** Sonia/X. 5598 **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.

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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: 11/25/2019 James Brako (Attorney's Name) JB (Initials)

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2) City Clerk's Office: # of originals: 2 **Routed to:** MJ Matthews/CMO/x5364 **Date:** 10/25/19

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3) City Manager's Office: CMO LOG #: Nov. 80 Document received from: CCO 11/25/19

Assigned to: CHRIS LAGERBLOOM ☒ ROBERT HERNANDEZ ☐
CHRIS LAGERBLOOM as CRA Executive Director ☐

☐ APPROVED FOR C. LAGERBLOOM'S SIGNATURE ☐ N/A FOR C. LAGERBLOOM TO SIGN

PER ACM: **R. HERNANDEZ** _____ (Initial/Date)
☐ **PENDING APPROVAL** *(See comments below)*
Comments/Questions:

~~Forward~~ 2 ~~originals to ☐ Mayor ☒ CCO **Date:**~~ 11/26/19

~~**4) Mayor/CRA Chairman:** Please sign as indicated. Forward ___ originals to CCO for attestation/City seal (as applicable) **Date:** _____~~

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5) City Clerk: Forward _____ originals to CAO for **FINAL APPROVAL** **Date:** _____

6) CAO forwards ____ originals to **CCO**

7) City Clerk: Scan original and forwards 2 originals to: ***Luisa Agathon/City Manager Office/Ext. 5271***

Attach __ certified Reso # ____ ☐ YES ☐ NO **Original Route form to CAO/Dept.**

CAO # 19-1416