

## **SECOND AMENDMENT TO LEASE AGREEMENT**

This Second Amendment to Lease Agreement ("***Second Amendment***") is dated to be effective as of the \_\_\_\_ day of \_\_\_\_\_, 2020 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 ("***Tenant***" 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 "***Landlord***").

### **Background**

**WHEREAS**, City and Tenant entered into that certain Lease Agreement dated June 11, 2019 and the First Amendment to Lease Agreement dated November 5, 2019 ("***First Amendment***"), (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 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. **Term.** Section 2 of the Lease is hereby amended to extend the Term of the Lease for sixty-two (62) months until midnight on August 31, 2025.
4. **Rent.** Section 3 of the Lease is hereby amended as to the Rent Schedule as follows:

<b>Period</b>	<b>Total Monthly Base Rent</b>
July 2020	Free
August 1, 2020 – June 30, 2021	\$6,114.08
July 2021	Free
August 1, 2021 – July 31, 2022	\$6,297.50
August 1, 2022 – July 31, 2023	\$6,486.43
August 1, 2023 – July 31, 2024	\$6,681.02
August 1, 2024 – August 31, 2025	\$6,881.45

Other than the Rent Schedule, the balance of Section 3 shall remain unchanged.

5. **Rent Abatement.** Landlord shall provide Tenant with a Rent Abatement during the months of July 2020 and July 2021.
6. **Right of Termination.** In the event Tenant is unable to obtain the necessary funding for the Wellness Office and Tenant has used a good faith and commercially reasonable effort to retain said funding, Tenant shall have the right to terminate this Lease on the anniversary of the Lease and vacate the Premises by providing the Landlord with ninety (90) days prior written notice and payment to Landlord of a termination fee equal to three (3) months' rent.
7. **Repairs.** Paragraph 9 shall be amended to include the following language: Should Tenant notify Landlord in writing of a Landlord Repair, Landlord shall have one (1) business day to respond to Tenant and five (5) business days to commence cure of said Landlord Repair. Tenant shall allow Landlord, including Landlord's manager, maintenance personnel, and approved vendors, reasonable access to the Premises to inspect, assess, and commence, and complete the Landlord Repair. If Landlord shall default in the performance of any repair provision of this Lease in the time frames set forth herein and with Tenant allowing access to the Leased Premises, Tenant may, at its option, at any time thereafter, cure such default, and Landlord agrees to reimburse Tenant for any reasonable amount paid by Tenant. Provided the amount is not in dispute, if Landlord fails to reimburse Tenant for any amount paid by Tenant, this amount may be deducted by Tenant from the next or any succeeding payments of Rent.
8. **Option to Renew.** Provided Tenant is not in default of any of the Terms of the Lease, Tenant shall have one (1) five (5) year Option to Renew this Lease at the same terms and conditions as set forth in the Lease ("***Renewal Option***"). The Tenant shall notify Landlord in writing of its intention to exercise its Renewal Option no earlier than 180 days and no later than 120 days prior to the expiration of the Lease Term as set forth in Paragraph 2 herein. The Base Rent schedule for the Renewal Option shall be presented in writing to Tenant by Landlord within thirty (30) days of Landlord's receipt of Tenant's written notice ("***Renewal Option Base Rent***"). The Landlord shall notify Tenant in writing of the Renewal Option Base Rent as determined by Landlord based upon Landlord's survey of similar class B medical space within 2 miles of the Leased Premises. Upon receipt of the Renewal Option Base Rent, Tenant shall, within 10 calendar days of Landlord's notice, either i) accept Landlord's Renewal Option Base Rent as presented; or ii) notify Landlord in writing of Tenant's objection to the Renewal Option Base Rent and present Landlord with Tenant's determination of the Renewal Option Base Rent. Landlord and Tenant may then agree to Tenant's determination of the Renewal Option Base Rent or another Rent amount as mutually agreed. Should the parties not agree to the Renewal Option Base Rent within ten (10) business days of Landlord's receipt of Tenant's notice, then Landlord and Tenant shall appoint a mutually agreeable a Commercial Property Appraiser to estimate the Renewal Option Base Rent. The parties shall split equally any cost associated with the Commercial Property Appraiser's determination.
9. **Ratification of Lease; Counterparts.** All other provisions of the Lease shall remain unchanged and in full force and effect. City and Landlord do hereby ratify and confirm the Lease, as modified herein.
10. **Conflict.** If any of the provisions of this Second Amendment conflict with the Lease, then this Second Amendment shall control.

11. **Effectiveness.** This Second Amendment shall not be effective until it is executed by, and delivered to, both City and Landlord.
12. **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.
13. **Counterparts; Signatures.** This Second Amendment may be executed in counterparts. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called “pdf” format shall be legal and binding and shall have the same full force and effect as if an original of this Second Amendment had been delivered. Landlord and Tenant (i) intend to be bound by the signatures (whether original, faxed or electronic) on any document sent by facsimile or electronic mail, (ii) are aware that the other party will rely on such signatures, and (iii) hereby waive any defenses to the enforcement of the terms of this Second Amendment based on the foregoing forms of signature.

[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:

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

\_\_\_\_\_  
[Witness Print Name]

By: \_\_\_\_\_  
Dean J. Trantalis, Mayor

\_\_\_\_\_  
[Witness Print Name]

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

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 \_\_\_\_ day of \_\_\_\_\_, 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.

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
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 by means of ☐ physical presence or ☐ online this \_\_\_\_\_, 2020 by Christopher J. Lagerbloom, ICMA-CM, City Manager of the City of Fort Lauderdale, a municipal corporation of Florida. He is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
Name of Notary Typed, Printed or Stamped

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

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

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
[ \_\_\_\_\_]Print Name

\_\_\_\_\_  
[ \_\_\_\_\_]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

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020, 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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\_\_\_\_\_  
Notary Public, State and County aforesaid  
My commission expires:  
Commission No.:

He/ She: (please check appropriate statement)

\_\_\_\_\_ is personally known to me

\_\_\_\_\_ produced identification (specify type)

\_\_\_\_\_