SECOND AMENDMENT TO LEASE AGREEMENT

This Second Amendment to Lease Agreement ("***Second Amendment***") is dated to be effective as of the 5th day of May, 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:

Period	Total Monthly Base Rent
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:

[Witness Print Name] Katerina 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

APPROVED AS TO FORM:
Alain E. Boileau

By: _____
James Brako, Assistant City Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

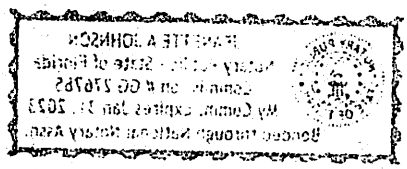
The foregoing instrument was acknowledged before me by means of □ physical presence or □ online, this 18th day of May, 2020, by DEAN J. TRANTALIS, Mayor of the City of Fort Lauderdale, a municipal corporation of Florida on behalf of the City of Fort Lauderdale.

Jeanette A. Johnson
Notary Public, State of Florida

Jeanette A. Johnson
Name of Notary Typed, Printed or Stamped

JEANETTE A JOHNSON
Notary Public - State of Florida
Commission # GG 276785
My Comm. Expires Jan 31, 2023
Bonded through National Notary Assn.

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


FRANCETTE A JOHNSON
Notary Public - State of Florida
Commission # GG 276785
My Comm. Expires Jan 21, 2022
Bonded through National Notary Assn.

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online this 12th of May, 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.

Mayda Pineda
Notary Public, State of Florida

Notary Public State of Florida
Mayda Pineda
My Commission GG 313545
Expires 04/23/2023

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:

Damara Atkins
[Damara Atkins]Print Name

Rosemary M. Carraway
[Rosemary M. Carraway]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
JOHN S. DUSS, IV

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 29th day of April, 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.

Rosemary M. Carraway
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)

_____

ROSEMARY M. CARRAWAY
MY COMMISSION # FF 960748
EXPIRES: May 18, 2020
Bonded Thru Notary Public Underwriters

ROSEMARY M. CARRAWAY
MY COMMISSION # FF 980748
EXPIRES: May 16, 2020
Bonded Thru Notary Public Underwriters

2 (L) (G)
5/22/2020

DOCUMENT ROUTING FORM

Today's Date: 5/ 8 /2020

DOCUMENT TITLE: 2nd Amendment to Lease Agreement with Camelot of Fort Lauderdale for Property Located at 4750 N. Federal Highway, Ste. 300.

COMM. MTG. DATE: 5/5/2020 CAM #: 20-0362 ITEM #: CM-4 CAM attached: ☒ YES ☐ NO

Routing Origin: CAO Router Name/Ext: Sonia Ext 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: 5/8/20 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:** 5/11/2020

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3) City Manager's Office: CMO LOG #: May-15 Document received from: _____

Assigned to: CHRIS LAGERBLOOM ☐ ROB HERNANDEZ ☐ TARLESHA SMITH ☐

CHRIS LAGERBLOOM as CRA Executive Director ☐

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

PER DCM: **R. Hernandez** _____ (Initial/Date) PER ACM: **T. Smith** _____ (Initial/Date)

☐ **PENDING APPROVAL** *(See comments below)*
Comments/Questions: _____

Forward ___ originals to ☐ Mayor ☐ CCO **Date:** _____

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

INSTRUCTIONS TO CITY CLERK'S OFFICE

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

~~**6) CAO forwards __ originals to CCO** **Date:** _____~~

7) City Clerk: Scan original and forwards **2** originals to: **Luisa Agathon CMO / Ext. 5271** ***(Please provide a scanned copy of the completely executed document to Ssierra@fortlauderdale.gov)***

Attach __ certified Reso # ____ ☐ YES ☐ NO **Original Route form to CAO** CAO# 20-044