

## Second Lease Amendment

This Second Amendment to Lease Agreement ("*Second Amendment*") is dated to be effective as of the 31<sup>st</sup> day of MAY, 20\_\_ ("*Effective Date*") and entered by and between 521 NE 4<sup>th</sup> Ave LLC, a Florida limited liability company, whose principal address is 3921 Alton Road, STE. 106, Miami Beach, FL, 33140 ("*Landlord*") and the City of Fort Lauderdale, a municipal corporation of the State of Florida, whose principal address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301 ("*Tenant*" or "*City*"),

## Background

**WHEREAS**, Landlord and City executed that certain Lease Agreement dated March 19, 2019 which was amended on December 6, 2019 by that certain First Amendment to Lease Agreement (collectively the "*Lease Agreement*") whereby Landlord leased to City the existing Premises; 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. **Tenant Improvements.** Section 3 of the Lease Agreement ("*Lease*") called for a 'turnkey' buildout as shown in Exhibit B of the Lease and First Amendment to Lease. The parties hereby amend Section 3 and Section 5 of the Lease further to include framing, drywall, finishing, and painting of previously agreed to exposed CBS finish. Landlord shall install framing, drywall, finishing, and painting in accordance with Section 3 of the Lease (the "*Additional Tenant Improvements*"). The cost of the framing, drywall, finishing, and painting is Sixty-Six Thousand Dollars (\$66,000.00). Landlord has agreed to pay for all of framing, drywall, finishing, and painting, upfront before occupancy. Tenant agrees to pay the balance of the Additional Tenant Improvements in the amount of Fifty-Six Thousand, Three Hundred and Sixty-Three and 60/100 Dollars (\$56,363.60) in aggregate as Additional Rent during months 13, 25, & 37, which previously served as free rent months, as per the term of the Lease payable in accordance with the following schedule: Eighteen Thousand, Two Hundred and Thirty-Five and 33/100 Dollars (\$18,235.33) for month 13, and Eighteen Thousand, Seven Hundred and Eighty-Two and 39/100 Dollars (\$18,782.39) for month 25, and Nineteen Thousand, Three Hundred and Forty-Five and 78/100 Dollars (\$19,345.78) for month 37 as Additional Rent payable during months 13, 25, & 37 respectively, plus any additional sales tax as more particularly described provided in the rent schedule below, together with any amounts that are due to Landlord for said month from Lease Agreement. No broker leasing commissions shall be due for Additional Rent described and detailed in this Amendment. In the event that Tenant exercises the Right to Terminate, the unamortized cost of the Additional Tenant Improvements shall be included in the termination fee.

Month	Additional Rent
Month 13	\$ 18,235.33
Month 25	\$ 18,782.39
Month 37	\$ 19,345.87
Total	\$ 56,363.60

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 Second 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 Second Amendment conflict with the Lease, then this Second Amendment shall control. Except as superseded by this Second Amendment, all other terms and conditions of the Lease shall remain in full force and effect. The Lease and this Second Amendment contains the entire agreement of the parties with respect to the subject matter hereof
6. **Effectiveness.** This Second Amendment shall not be effective until it is executed by, and delivered to, both City and Landlord.
7. **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.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.


**LANDLORD**

Signed, sealed and delivered in the presence of:  
WITNESS

521 NE 4TH AVE, LLC, a Florida limited liability company,

By: 521 NE 4TH MANAGER, LLC, a Florida limited liability company,

  
[Witness Print Name] David Bartholomew

By:   
Arthur Bartholomew, Manager

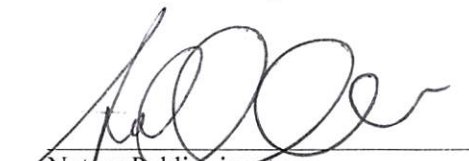
  
[Witness Print Name] Sophia Allen

ATTEST:

By: \_\_\_\_\_  
Secretary

STATE OF FLORIDA:  
COUNTY OF Broward :

The foregoing instrument was acknowledged before me, ☒ physical presence or ☐ online notarization, this 28 day of April, 2020 by Arthur Bartholomew, Manager of 521 NE 4th Ave, Manager LLC, a Florida limited liability company and authorized to do business in the State of Florida, on behalf of the company. He is personally known to me or has produced \_\_\_\_\_ as identification and ☒ did not or ☐ did take an oath.

  
Notary Public signature  
Sophia Allen  
Name Typed, Printed or Stamped



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

Type of Identification Produced ID

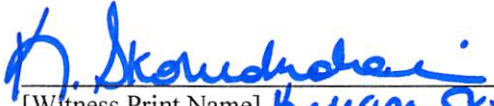
EXPIRES SEPTEMBER 29, 2020  
MY COMMISSION # 0033795  
SOPHIA RAMONA ALLEN



**TENANT**

WITNESSES:

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



[Witness Print Name] H. Skandriak

By: 

Dean J. Trantalis, Mayor



[Witness Print Name] Donna Varisco

By: 

Christopher J. Lagerbloom, ICMA-CM  
City Manager

ATTEST:



Jeffrey A. Modarelli, City Clerk

APPROVED AS TO FORM:

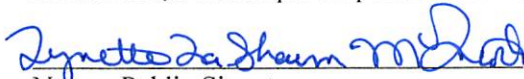
Alain E. Boileau

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 15<sup>th</sup> 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.

  
Notary Public Signature

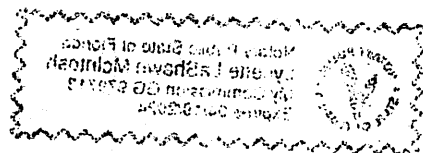
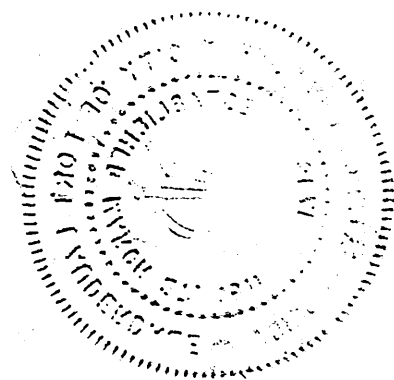


Name of Notary Typed, Printed or Stamped

Personally Known ☒ OR Produced Identification ☐

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

*[Faint, illegible handwritten text]*



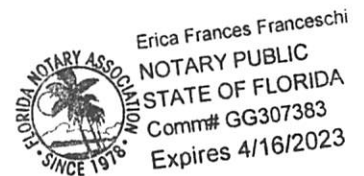


STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this by means of ☒ physical presence or ☐ online, this 12 day of May, 2020, by CHRISTOPHER J. LAGERBLOOM, ICMA-CM, City Manager 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 \_\_\_\_\_



# DOCUMENT ROUTING FORM

Today's Date: 5/8/2020

2 LG  
5/15/2020

DOCUMENT TITLE: 2nd Amendment to Lease Agreement with Walnut Street Capital, LLC for Property Located at 521 NE. 4 Avenue.

COMM. MTG. DATE: 5/5/2020 CAM #: 20-0361 ITEM #: CM-3 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.

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

Initials JB

2) City Clerk's Office: # of originals: 2 Routed to: MJ Matthews/CMO/x5364 Date: 5/11/2020

3) City Manager's Office: CMO LOG #: May 14 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: \_\_\_\_\_

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# 20-0370